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March 9, 2007

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and DIECA Communications, Inc. d/b/a Covad Communications

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and DIECA Communications, Inc. d/b/a Covad Communications hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and DIECA Communications, Inc. d/b/a Covad Communications

I have been authorized by DIECA Communications, Inc. d/b/a Covad Communications to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

DIECA Communications, Inc. d/b/a Covad Communications
Katherine Mudge
Senior Counsel
7000 N. Mopac Expressway
2nd floor
Austin, TX 78731
Tel: (512) 514-6830
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Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
DIECA COMMUNICATIONS, INC.
d/b/a COVAD COMMUNICATIONS COMPANY**

This Amendment to the Interconnection Agreement – Wisconsin is entered into this 1st day of March, 2007 between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (“AT&T Wisconsin”) and DIECA Communications, Inc. d/b/a Covad Communications Company (“CLEC”), (collectively, “the Parties”).

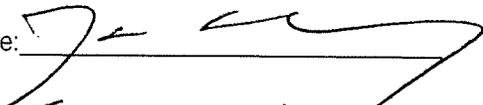
WHEREAS the Parties have entered into the Interconnection Agreement – Wisconsin (“the Agreement”), which has been approved by an Order of the Public Service Commission of Wisconsin (the “Commission”); and

- (1) The Parties agree to amend the Agreement to replace the existing collocation rates, terms and conditions by adding the attached Appendix Physical Collocation, Appendix Virtual Collocation, and Collocation Rate Summary.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- (3) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin (“PSCW”) and shall become effective on (10) days following approval by the PSCW.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, signing by and through its duly authorized representative, and DIECA Communications, Inc., d/b/a Covad Communications Company signing by and through its duly authorized representative.

DIECA Communications, Inc.
d/b/a Covad Communications Company

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: 

Signature: 

Name: James A. Kirkland
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: SVP, Strategic Dev & GC
(Print or Type)

Title: Executive Director-Regulatory

Date: 2/20/07

Date: MAR - 1 2007

| | | |
|------------------|-------------------|-------------|
| | <u>AECN/OCN #</u> | <u>ACNA</u> |
| WISCONSIN | <u>2962</u> | <u>OVC</u> |

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T WISCONSIN will provide Physical Collocation arrangements to Covad Communications Company ("Collocator") at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T WISCONSIN property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T WISCONSIN approved vendor (hereinafter referred to as Dedicated Space) within AT&T WISCONSIN Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T WISCONSIN and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T WISCONSIN will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T WISCONSIN will permit collocation in Adjacent Structures located on AT&T WISCONSIN's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T WISCONSIN's Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T WISCONSIN pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T WISCONSIN will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T WISCONSIN will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement.. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of this Appendix, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection

agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T WISCONSIN's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T WISCONSIN's TP76300MP.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T WISCONSIN property (Adjacent On-site) or non-AT&T WISCONSIN property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T WISCONSIN provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T WISCONSIN has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T WISCONSIN Eligible Structure.

- 2.12 **Effective Billing Date** – The date AT&T WISCONSIN completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T WISCONSIN that house its network facilities, and all structures that house AT&T WISCONSIN's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T WISCONSIN incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T WISCONSIN as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T WISCONSIN may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** – Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T WISCONSIN and for Collocator in AT&T WISCONSIN eligible structures in all collocation footprints areas and/or AT&T WISCONSIN common areas in the technologies and geographical locations for which they are approved by AT&T WISCONSIN.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T WISCONSIN and for Collocators in AT&T WISCONSIN central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T WISCONSIN per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATEs, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.22 **Non-Standard Collocation Request (NSCR)** - AT&T WISCONSIN may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.25 **Technical Publications** – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.26 **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. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.27 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T WISCONSIN's network.
- 2.28 **Unused Space** - Any space (i) existing in AT&T WISCONSIN's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T WISCONSIN's or any third party, (iii) that is not occupied by AT&T WISCONSIN's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T WISCONSIN's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T WISCONSIN's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T WISCONSIN's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T WISCONSIN shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T WISCONSIN allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T WISCONSIN requirements. The Installation Supplier shall coordinate with the AT&T WISCONSIN representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T WISCONSIN or other telecommunications carriers. The Collocator shall immediately report to the AT&T WISCONSIN representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T WISCONSIN premises or any OSHA inspection or citations issued to the Collocator while on AT&T WISCONSIN premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T WISCONSIN will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T WISCONSIN vehicles and which are designated as reserved. AT&T WISCONSIN shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T WISCONSIN are required to follow all posted traffic and AT&T WISCONSIN signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T WISCONSIN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T WISCONSIN is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T WISCONSIN will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

- 3.8.3 Should AT&T WISCONSIN benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T WISCONSIN be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T WISCONSIN shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Interconnection Agreement ("Agreement"), the liability of either AT&T WISCONSIN or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T WISCONSIN nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T WISCONSIN and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T WISCONSIN or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 AT&T WISCONSIN is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T WISCONSIN nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T WISCONSIN or the Collocator or its agents or employees.

4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force

Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 Coverage Requirements

4.4.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of Wisconsin and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. AT&T WISCONSIN will be named as an Additional Insured on the Commercial General Liability policy.

4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. 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 casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T WISCONSIN, its agents, directors, officers, employees, independent contractors, and other representatives.

4.4.1.1.5 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 Physical Collocation arrangement provided under this Appendix.

- 4.4.1.1.6 AT&T WISCONSIN requires that companies affording insurance coverage have a A or better rating and a Financial size Category of "VIII" or better, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T WISCONSIN as well. If a certificate is not received, AT&T WISCONSIN will notify the Collocator, and the Collocator will have ten (10) business days to cure the deficiency. If the Collocator does not cure the deficiency within ten (10) business days, Collocator hereby authorizes AT&T WISCONSIN, and AT&T WISCONSIN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T WISCONSIN will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING AT&T WISCONSIN WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER." In the event that CLEC cannot physically modify the cancellation clause, CLEC agrees to the provision and will provide AT&T with notice as required herein within 30 days of any cancellation or material changes to the policy.
- 4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T WISCONSIN

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T WISCONSIN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Collocator 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 attorneys' fees), damages, injuries, of any kind, arising out of, resulting from or in connection with this Appendix (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; (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and 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 Appendix; or (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix 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 negligence or willful or intentional misconduct of AT&T WISCONSIN or its employees. The provisions in this Section are reciprocal and applicable also to AT&T WISCONSIN.

5.3 AT&T WISCONSIN shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T WISCONSIN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T WISCONSIN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T WISCONSIN shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T WISCONSIN has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T WISCONSIN opts not to rebuild, then AT&T WISCONSIN shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T WISCONSIN must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T WISCONSIN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T WISCONSIN.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T WISCONSIN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T WISCONSIN, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T WISCONSIN may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T WISCONSIN may impose security arrangements as stringent as the security arrangements AT&T WISCONSIN maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T WISCONSIN may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T WISCONSIN will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

- 6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T WISCONSIN security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T WISCONSIN's own employees and authorized contractors must undergo. AT&T WISCONSIN will not, however, require Collocator to receive security training from AT&T WISCONSIN, but will provide information to Collocator on the specific type of training required.
- 6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T WISCONSIN's Technical Publications via <https://clec.att.com/clec>.
- 6.1.1.3 Collocator and AT&T WISCONSIN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T WISCONSIN for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T WISCONSIN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T WISCONSIN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T WISCONSIN property:
- 6.1.1.3.1 Theft or destruction of AT&T WISCONSIN's or Collocator's property;
- 6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T WISCONSIN property;
- 6.1.1.3.3 Threats or violent acts against other persons on AT&T WISCONSIN property;
- 6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T WISCONSIN property;
- 6.1.1.3.5 Permitting unauthorized persons access to AT&T WISCONSIN or Collocator's equipment on AT&T WISCONSIN property; and
- 6.1.1.3.6 Carrying a weapon on AT&T WISCONSIN property.
- In addition, Collocator and AT&T WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T WISCONSIN or the Collocator of AT&T WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T WISCONSIN's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T WISCONSIN, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T WISCONSIN-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T WISCONSIN as well.
- 6.1.1.5 AT&T WISCONSIN may use reasonable security measures to protect its equipment. In the event AT&T WISCONSIN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T WISCONSIN may recover the costs of the

partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T WISCONSIN's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T WISCONSIN's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T WISCONSIN's equipment. AT&T WISCONSIN's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T WISCONSIN's space. To the extent that AT&T WISCONSIN is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T WISCONSIN's expense.

6.1.1.5.2 AT&T WISCONSIN's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 AT&T WISCONSIN's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T WISCONSIN's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T WISCONSIN chooses to enclose its own equipment, AT&T WISCONSIN will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 AT&T WISCONSIN has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T WISCONSIN cannot prove that other reasonable security methods cost more than an interior security partition around AT&T WISCONSIN's equipment, AT&T WISCONSIN cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If AT&T WISCONSIN elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T WISCONSIN's equipment at the time the price quote is given.

6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T WISCONSIN will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T WISCONSIN will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T WISCONSIN is responsible for providing the Collocator personnel a contact number for AT&T WISCONSIN technical personnel who are readily accessible twenty-four (24) hours a day,

seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T WISCONSIN will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to AT&T WISCONSIN personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T WISCONSIN. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T WISCONSIN grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T WISCONSIN and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T WISCONSIN or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T WISCONSIN and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T WISCONSIN or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T WISCONSIN or the Collocator.

7.4 Service Coordination

7.4.1 AT&T WISCONSIN is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T WISCONSIN shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the AT&T WISCONSIN placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T WISCONSIN will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T WISCONSIN-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T WISCONSIN representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T WISCONSIN orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T WISCONSIN findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T WISCONSIN to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T WISCONSIN will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T WISCONSIN will not provide Collocator's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of the AT&T WISCONSIN's Approved Vendor.

7.6.1.2 AT&T WISCONSIN will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T WISCONSIN premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T WISCONSIN in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T WISCONSIN provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T WISCONSIN will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T WISCONSIN will not provide Collocator's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of the AT&T WISCONSIN's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T WISCONSIN will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this

arrangement, AT&T WISCONSIN will provide space in single bay increments, including available space adjacent to or next to AT&T WISCONSIN's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T WISCONSIN. AT&T WISCONSIN will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T WISCONSIN may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T WISCONSIN will not provide Collocator's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of the AT&T WISCONSIN Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T WISCONSIN will permit Collocator to physically collocate on AT&T WISCONSIN's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T WISCONSIN uses to house telecommunication equipment, to the extent technically feasible. AT&T WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on AT&T WISCONSIN premises where the Adjacent Structure will be placed. AT&T WISCONSIN will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T WISCONSIN will offer the following increments of power to the Adjacent Structure: AT&T WISCONSIN will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T WISCONSIN will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T WISCONSIN will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T WISCONSIN shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T WISCONSIN or the Collocator. Accordingly, AT&T WISCONSIN will not provide Collocator's personnel or agents with direct access to AT&T WISCONSIN's Main Distribution Frame (MDF), with the exception of the AT&T WISCONSIN's Approved Tier 1 Vendor.

7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T WISCONSIN's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the

Collocator has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T WISCONSIN Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T WISCONSIN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T WISCONSIN shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T WISCONSIN's facilities. AT&T WISCONSIN shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T WISCONSIN will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T WISCONSIN will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T WISCONSIN's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T WISCONSIN will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T WISCONSIN will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T WISCONSIN will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T WISCONSIN or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T WISCONSIN Eligible Structures it wishes to collocate, Collocator may request a Space Availability report prior to its application for Collocation Space within AT&T WISCONSIN's Eligible Structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T WISCONSIN will submit to Collocator a report indicating AT&T WISCONSIN's available collocation space in a particular AT&T WISCONSIN Eligible Structure upon request from Collocator to AT&T WISCONSIN. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T WISCONSIN is taking to make additional space available for collocation. The intervals for delivering the reports are as follows

| Number of Report Requests By One Collocator | Report Delivery Interval |
|---|--------------------------|
| 1 - 5 | 10 Calendar Days |
| 6 - 10 | 15 Calendar Days |
| 11 - 15 | 20 Calendar Days |
| 16 - 20 | 25 Calendar Days |

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T WISCONSIN shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T WISCONSIN needs more time to continue analyzing certain aspects of the request, AT&T WISCONSIN's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T WISCONSIN will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T WISCONSIN's receipt of a completed application.

- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
- 8.1.4.4 AT&T WISCONSIN will file a notice that the Collocator's request was denied with the Public Service Commission of Wisconsin ("PSC-WI") as appropriate. In the event of a denial, AT&T WISCONSIN will concurrently submit to both the PSC-WI and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 8.1.4.5 In the event AT&T WISCONSIN denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T WISCONSIN's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T WISCONSIN representative and the designated agent for the Collocator, who will participate in the tour.
- 8.1.4.7 AT&T WISCONSIN will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T WISCONSIN's representative will accompany and supervise the Collocator agent on the inspection tour.
- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T WISCONSIN. The Collocator and AT&T WISCONSIN shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T WISCONSIN reports shall be concurrently served on each other and submitted to the PSC-WI no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T WISCONSIN to justify the basis for any denial of collocation requests.
- 8.1.4.9 Legitimately Exhausted. Before AT&T WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T WISCONSIN's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T WISCONSIN may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T WISCONSIN or for future use by AT&T WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to

anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T WISCONSIN will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T WISCONSIN and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T WISCONSIN.

8.1.5.1.1A Collocator wishing AT&T WISCONSIN to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T WISCONSIN to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T WISCONSIN would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T WISCONSIN to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T WISCONSIN is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T WISCONSIN will begin development of the quotation. AT&T WISCONSIN will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T WISCONSIN will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T WISCONSIN shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T WISCONSIN will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

| Number of Applications by one Collocator | Quotation Interval |
|--|--------------------|
| 1 - 5 | 10 calendar days |
| 6 - 10 | 15 calendar days |
| 11 - 15 | 20 calendar days |
| 16 - 20 | 25 calendar days |

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T WISCONSIN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T WISCONSIN shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T WISCONSIN will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T WISCONSIN will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T WISCONSIN shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T WISCONSIN will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T WISCONSIN will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T WISCONSIN will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T WISCONSIN installs interconnection and power cabling. AT&T WISCONSIN will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T WISCONSIN's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination.

Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T WISCONSIN will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T WISCONSIN's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T WISCONSIN bays, AT&T WISCONSIN cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T WISCONSIN will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T WISCONSIN no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T WISCONSIN.

8.2.5.1.3 During AT&T WISCONSIN delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T WISCONSIN, Collocator and/or their AT&T WISCONSIN Approved Tier 1 Vendor (s) may request AT&T WISCONSIN 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 Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T WISCONSIN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T WISCONSIN has been paid the entire amounts due under this Appendix, 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, the total of which is not to exceed the Preparation Charges. 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. Upon Collocator's request, AT&T WISCONSIN will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T WISCONSIN will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T WISCONSIN completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T WISCONSIN and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T WISCONSIN. These exceptions 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) calendar days after the walk-through. The correction of these exceptions shall be at AT&T WISCONSIN's expense.

8.4.1.2 Upon completion of such corrections, AT&T WISCONSIN will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T WISCONSIN's network or obtain access to AT&T WISCONSIN UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T WISCONSIN has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T WISCONSIN has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T WISCONSIN allows the Collocator to interconnect. AT&T WISCONSIN, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T WISCONSIN's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T WISCONSIN holds unused space for future use Orders for additional Connecting Facility Assignments

(CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is “efficiently used”.

8.4.2.2.1 For purposes of this Appendix, “efficiently used” space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator’s existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T WISCONSIN.

8.4.2.2.2 For purposes of this Appendix, “efficiently used” CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T WISCONSIN’s network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T WISCONSIN.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T WISCONSIN provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T WISCONSIN or obtain access to AT&T WISCONSIN UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator’s telecommunications equipment is considered to be operational and interconnected when connected to either AT&T WISCONSIN’s network or interconnected to another Collocator’s equipment that resides within the same structure, provided the Collocator’s equipment is used for interconnection with AT&T WISCONSIN’s network or to obtain access to AT&T WISCONSIN’s UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes AT&T WISCONSIN to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T WISCONSIN the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T WISCONSIN determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T WISCONSIN will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T WISCONSIN will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T WISCONSIN, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the

adjacent space collocation structure for the purpose then used, uneconomical in AT&T WISCONSIN's reasonable discretion. In addition, a Collocator's presence in AT&T WISCONSIN Central Offices or adjacent space collocation structures should not prevent AT&T WISCONSIN from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T WISCONSIN determines that a Collocator must relocate due to any of the above reasons, AT&T WISCONSIN will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T WISCONSIN and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T WISCONSIN shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T WISCONSIN shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T WISCONSIN will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T WISCONSIN will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T WISCONSIN shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T WISCONSIN shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T WISCONSIN is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T WISCONSIN's central offices before AT&T WISCONSIN has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

8.7.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Appendix or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

8.7.2.3 Formal Dispute Resolution, each of which is described below.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T WISCONSIN, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by AT&T WISCONSIN of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T WISCONSIN may change its billing date practices upon thirty (30) day's notice to the Collocator. The initial bill will contain, at a minimum, the case number and the Non Recurring Charges (NRCs) with USOC; the second and subsequent bills will contain the monthly recurring charges.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event that Collocator pays the full amount contained in the bill, without use of the escrow account provisions, the time period in which Collocator may file a dispute on a billed amount is governed by Section 10 of the General Terms and Conditions in the interconnection agreement. In the event that Collocator chooses to dispute and pay using the escrow account process described below, then in the event of a bona fide dispute between a Collocator and AT&T WISCONSIN regarding any bill for anything ordered from this Appendix, Collocator shall prior to the Bill Due Date, give written notice to AT&T WISCONSIN of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes

the billed amount. To be deemed a "dispute" under this Section 8.9.2, Collocator may pay the total billed amount, including the Disputed Amounts, in which case, Collocator will not have to establish an escrow account as provided herein and the provisions related to escrow account will not apply. In the alternative, to be deemed a "dispute" under this Section 8.9.2, and in the event that Collocator does not pay the full amount of the total billed including the Disputed Amounts, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Collocator shall pay all undisputed amounts to AT&T WISCONSIN when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.9.3.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Collocator and AT&T WISCONSIN in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and AT&T WISCONSIN (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9.10 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, AT&T WISCONSIN shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, AT&T WISCONSIN will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Collocator must notify AT&T WISCONSIN in writing within thirty (30) days following receipt of the results of AT&T WISCONSIN's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T WISCONSIN of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

8.9.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.

8.9.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating

Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, AT&T WISCONSIN and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 AT&T WISCONSIN shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T WISCONSIN shall be disbursed to AT&T WISCONSIN by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay AT&T WISCONSIN any difference between the amount of accrued interest AT&T WISCONSIN received from the escrow disbursement and the amount of Late Payment Charges AT&T WISCONSIN billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Collocator to pay any charges determined to be owed to AT&T WISCONSIN within the time specified in Section 8.9 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T WISCONSIN as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T WISCONSIN's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T WISCONSIN.

8.11.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T WISCONSIN will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T WISCONSIN that use of such cable will not impair AT&T WISCONSIN's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T WISCONSIN shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T WISCONSIN cable. AT&T WISCONSIN will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T WISCONSIN also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T WISCONSIN shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T WISCONSIN performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T WISCONSIN shall

share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T WISCONSIN and the Collocator(s).

- 9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T WISCONSIN, and leaving sufficient length of the cable in the manhole for AT&T WISCONSIN to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T WISCONSIN no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T WISCONSIN provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use – Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T WISCONSIN under 47.U.S.C. § 251(c)(2) or accessing AT&T WISCONSIN's UNEs under 47.U.S.C. § 251(c)(3) of the Act. Such uses are limited to interconnection to 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 UNEs "for the provision of a telecommunications service."

- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T WISCONSIN at a level equal in quality to that which AT&T WISCONSIN obtains within its own network or AT&T WISCONSIN provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T WISCONSIN's property.

- 10.1.4 AT&T WISCONSIN voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T WISCONSIN and Collocator mutually agree to such placement, in AT&T WISCONSIN's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

- 10.1.5 AT&T WISCONSIN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T WISCONSIN will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T WISCONSIN grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T WISCONSIN, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T WISCONSIN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T WISCONSIN and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T WISCONSIN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T WISCONSIN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T WISCONSIN will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T WISCONSIN, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort.

10.3.2 AT&T WISCONSIN will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T WISCONSIN will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T WISCONSIN's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the

Dedicated Space or land for an adjacent structure to AT&T WISCONSIN, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T WISCONSIN will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T WISCONSIN and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T WISCONSIN's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T WISCONSIN standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T WISCONSIN. AT&T WISCONSIN shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T WISCONSIN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T WISCONSIN provided construction shall be paid by the Collocator in accordance with AT&T WISCONSIN's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. AT&T WISCONSIN will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T WISCONSIN will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated

Space by any other person or entity, without the prior written consent of AT&T WISCONSIN, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T WISCONSIN.

11.2 A Collocator may request that AT&T WISCONSIN provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or
- (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T WISCONSIN use a shared collocation cage, AT&T WISCONSIN will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T WISCONSIN, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T WISCONSIN, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T WISCONSIN's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T WISCONSIN in a single application. AT&T WISCONSIN will prorate the Preparation Charges incurred by AT&T WISCONSIN to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T WISCONSIN will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T WISCONSIN Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur

only upon the initial delivery of New Shared Collocation and AT&T WISCONSIN shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T WISCONSIN shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T WISCONSIN as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T WISCONSIN as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T WISCONSIN or for access to AT&T WISCONSIN's Unbundled Network Elements. AT&T WISCONSIN shall provide Collocator access to AT&T WISCONSIN's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T WISCONSIN from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T WISCONSIN shall have no obligation to provide Collocator's Resident Collocators access to AT&T WISCONSIN's Unbundled Network Elements or AT&T WISCONSIN's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T WISCONSIN.
- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T WISCONSIN the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T WISCONSIN shall bill the new Primary Collocator any applicable charges to change AT&T WISCONSIN's records and databases to reflect such new Primary Collocator.

11.7 Interconnection to Others

- 11.7.1 Within a contiguous area within the eligible structure, AT&T WISCONSIN will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T WISCONSIN imposes on its own equipment. AT&T WISCONSIN shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T WISCONSIN. If requested by the Collocator, AT&T WISCONSIN will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T WISCONSIN will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T WISCONSIN (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.
- 11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T WISCONSIN will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T WISCONSIN imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T WISCONSIN's option, the connection may be made either by AT&T WISCONSIN or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T WISCONSIN network equipment areas of Eligible Structures by AT&T WISCONSIN or Collocator must meet AT&T WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, 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. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T WISCONSIN and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T WISCONSIN denied Collocation of Collocator's equipment, citing 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 which AT&T WISCONSIN locates within the premises 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 same safety standards for which Collocator's equipment was denied.
- 12.1.3 In the event AT&T WISCONSIN believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T WISCONSIN or Collocator may file a complaint at the PSC-WI seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety

standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

- 12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

- 13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T WISCONSIN's written notice, or if the 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, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T WISCONSIN might have.
- 13.2 AT&T WISCONSIN may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

- 14.1.1 AT&T WISCONSIN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its

administrative use within its Dedicated Space will be provided in accordance with applicable AT&T WISCONSIN tariffs.

14.2 Maintenance

14.2.1 AT&T WISCONSIN shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T WISCONSIN agrees to make, at its expense, all changes and additions to the Dedicated Space 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 Dedicated Space.

15. AT&T WISCONSIN'S RIGHT OF ACCESS

15.1 AT&T WISCONSIN, its agents, employees, and other AT&T WISCONSIN-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T WISCONSIN hereunder, and for any other purpose deemed reasonable by AT&T WISCONSIN. AT&T WISCONSIN may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T WISCONSIN equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T WISCONSIN will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 AT&T WISCONSIN will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T WISCONSIN for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T WISCONSIN, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T WISCONSIN, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T WISCONSIN fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this Amendment, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Amendment, to all existing CLEC collocation arrangements, including those established before the Effective Date of this Amendment. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T WISCONSIN seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T WISCONSIN shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T WISCONSIN that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T WISCONSIN of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T WISCONSIN or other Collocators. AT&T WISCONSIN also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T WISCONSIN is not reached regarding the Custom Work Charge, AT&T WISCONSIN shall complete construction of the Collocator's space pending resolution of the issue by the PSC-WI and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the

disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T WISCONSIN shall file the appropriate interconnection agreement amendment. However, AT&T WISCONSIN shall not delay completion of such work during the agreement approval process. AT&T WISCONSIN shall perform such work based upon provisional rates, subject to true up.

- 17.6 Extraordinary Charges – Collocator will be responsible for all extraordinary construction costs, incurred by AT&T WISCONSIN to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
- 17.6.1 AT&T WISCONSIN will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 AT&T WISCONSIN will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T WISCONSIN commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T WISCONSIN must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T WISCONSIN DOES ALL WORK)

- 18.1 The Collocator may elect to have AT&T WISCONSIN provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in AT&T WISCONSIN's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T WISCONSIN, recovers AT&T WISCONSIN's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T WISCONSIN to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major

revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T WISCONSIN shall bill the original Collocator for space. However, AT&T WISCONSIN shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T WISCONSIN for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T WISCONSIN will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T WISCONSIN premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T WISCONSIN shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T WISCONSIN for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T WISCONSIN provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T WISCONSIN within WISCONSIN:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T WISCONSIN to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition

- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T WISCONSIN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T WISCONSIN will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T WISCONSIN premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T WISCONSIN within WISCONSIN:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework

- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T WISCONSIN to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T WISCONSIN equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T WISCONSIN will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T WISCONSIN shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T WISCONSIN technical support. This rate element may be provided by AT&T WISCONSIN.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T WISCONSIN will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T WISCONSIN will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T WISCONSIN designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T WISCONSIN in pulling the Collocator's cable facilities from AT&T WISCONSIN designated manhole, through AT&T WISCONSIN cable vault and through AT&T WISCONSIN cable support structure to the Collocator's equipment.

18.3.9 AT&T WISCONSIN to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's

termination point located in an Adjacent Structure and AT&T WISCONSIN's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T WISCONSIN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T WISCONSIN's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T WISCONSIN-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T WISCONSIN network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T WISCONSIN Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T WISCONSIN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T WISCONSIN Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T WISCONSIN provided single signal from AT&T WISCONSIN timing source to provide synchronization between a Collocator's single Network Element and AT&T WISCONSIN's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T WISCONSIN to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T WISCONSIN is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T WISCONSIN to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T WISCONSIN's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T WISCONSIN site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T WISCONSIN will provide an employee of AT&T WISCONSIN to conduct the pre-visit, unless a different number of AT&T WISCONSIN employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T WISCONSIN employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T WISCONSIN employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T WISCONSIN employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T WISCONSIN employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T WISCONSIN Eligible Structure, AT&T WISCONSIN will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T WISCONSIN provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T WISCONSIN on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T WISCONSIN Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T WISCONSIN will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T WISCONSIN on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T WISCONSIN designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T WISCONSIN to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T WISCONSIN to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T WISCONSIN to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T WISCONSIN rack level. Collocator must use an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T WISCONSIN Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T WISCONSIN will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, AT&T WISCONSIN may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T WISCONSIN, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T WISCONSIN harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T WISCONSIN Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T WISCONSIN confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T WISCONSIN. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T WISCONSIN turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. AT&T WISCONSIN's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date AT&T WISCONSIN makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

19.3.4 Collocator Assignee will defend and indemnify AT&T WISCONSIN any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T WISCONSIN equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T WISCONSIN harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T WISCONSIN equipment and other items.
- 19.3.6 AT&T WISCONSIN will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T WISCONSIN begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, AT&T WISCONSIN shall finish the work to convert the space within thirty (30) calendar days. AT&T WISCONSIN and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T WISCONSIN will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.
- 19.4 Power Reduction
- 19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T WISCONSIN power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.
- 19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T WISCONSIN BDFB or an AT&T WISCONSIN Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T WISCONSIN BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T WISCONSIN Approved Tier 1 Vendor to coordinate fuse changes at the AT&T WISCONSIN BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T WISCONSIN Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T WISCONSIN shall coordinate the fuse changes at the AT&T WISCONSIN Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T WISCONSIN's BDFB or Power Plant, the AT&T WISCONSIN Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T WISCONSIN rack level. Collocator must use an AT&T WISCONSIN Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.
- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.
- 19.5 Interconnection Termination Reduction
- 19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.
- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T WISCONSIN will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to

disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T WISCONSIN rack level. Collocator must use an AT&T WISCONSIN approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- (A) Application Fee – The charge assessed by the AT&T WISCONSIN to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Complete Space Discontinuance – Reflects the AT&T WISCONSIN's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T WISCONSIN engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- (C) Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.
- (D) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable – Distribution from the AT&T WISCONSIN BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable – Distribution from the AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below),

adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (K) Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

***Note 1** for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.*

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee – The charge assessed by AT&T WISCONSIN to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects AT&T WISCONSIN's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power – The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update – The charge to update timing records when changes/removals occur.

- (K) Interconnection Records Update – The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update – The charge to update power records when changes/removals occur.
- (M) Vendor Engineering – The labor costs for AT&T WISCONSIN Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee – The charge assessed by the AT&T WISCONSIN to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Power Reduction (cable removal) - Reflects AT&T WISCONSIN's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable – Distribution from AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable – Distribution from AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

- (A) Application Fee – The charge assessed by AT&T WISCONSIN to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee – Power Re-Fusing Only at AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T WISCONSIN's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T WISCONSIN BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T WISCONSIN BDFB.
- (C) Project Management Fee – Power Re-Fusing Only at AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T WISCONSIN's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T WISCONSIN Power Board. This fee is applicable when AT&T WISCONSIN is coordinating the fuse reduction at the AT&T WISCONSIN Power Board.
- (D) Power Fuse Reductions on AT&T WISCONSIN BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for AT&T WISCONSIN to tag cables and update Central Office power records associated with the fuse change on the AT&T WISCONSIN BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T WISCONSIN Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T WISCONSIN to change the fuse at AT&T WISCONSIN power board, tag cables and update Central Office power records associated with fuse change on AT&T WISCONSIN Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee – The charge assessed by AT&T WISCONSIN to process the Collocator's application for Physical Collocation Arrangements.

- (B) Project Management Fee – Interconnection Termination Reduction – The charge reflects AT&T WISCONSIN's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T WISCONSIN Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – See Attached PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T WISCONSIN to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T WISCONSIN Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T WISCONSIN Main Distribution Frame or its equivalent by AT&T WISCONSIN Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T WISCONSIN will install and stencil termination blocks or panels at AT&T WISCONSIN Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T WISCONSIN Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T WISCONSIN and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) by using an AT&T

WISCONSIN Approved Tier 1 Installation Vendor. When the AT&T WISCONSIN designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T WISCONSIN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T WISCONSIN Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T WISCONSIN Power Plant Primary Distribution, which will be performed by AT&T WISCONSIN. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T WISCONSIN Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T WISCONSIN will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T WISCONSIN determines that Collocator's Physical 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 Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T WISCONSIN shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T WISCONSIN receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide 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 will not commence until such time as AT&T WISCONSIN has received such response and payment. If the Collocator has not provided AT&T WISCONSIN such response and payment by the twelfth (12) calendar day after the date AT&T WISCONSIN notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T WISCONSIN's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical 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 Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 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 Physical 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.

Table 1

| Number of All Applications submitted by One Collocator per state or metering region | Overhead Iron/Racking Exists for Active Collocation Space Use | Overhead Iron/Racking Does Not Exist for Active Collocation Space Use | Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use | Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use |
|---|---|---|--|--|
| 1 - 10 | 60 calendar days | 80 calendar days | 140 calendar days | 180 calendar days |
| 11 - 20 | 65 calendar days | 85 calendar days | 145 calendar days | 185 calendar days |

21.5.3.2 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) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T WISCONSIN will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T WISCONSIN prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T WISCONSIN.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

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

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) 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 intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T WISCONSIN.

21.5.5.2 The delivery interval for the above Augments 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 Physical 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 iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T WISCONSIN with the ten (10) calendar day Augment notification. Each complete and accurate Physical 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.

Table 2

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

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All 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.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical 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 Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/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.

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

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T WISCONSIN's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T WISCONSIN Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T WISCONSIN Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T WISCONSIN Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T WISCONSIN. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T WISCONSIN, and leaving sufficient length of the cable in the manhole for AT&T WISCONSIN to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the AT&T WISCONSIN Approved

Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the AT&T WISCONSIN Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T WISCONSIN's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Virtual Collocation from AT&T WISCONSIN pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T WISCONSIN will process any order for any 251(c)(6) Virtual Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Virtual Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Interconnection Agreement between AT&T WISCONSIN and Collocator ("Agreement"), to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T WISCONSIN will not impose any charge(s) to perform such Billing Conversion(s).
- 1.3 Upon request from a Collocator, AT&T WISCONSIN will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T WISCONSIN's premises, AT&T WISCONSIN will offer Virtual Collocation wherein AT&T WISCONSIN maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T WISCONSIN may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T WISCONSIN may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T WISCONSIN provided UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T WISCONSIN provided UNEs.
- 1.5 Rates for the individual UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T WISCONSIN.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN within AT&T WISCONSIN's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN within AT&T WISCONSIN's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T WISCONSIN CEVs, huts and cabinets).
- 1.7 Intentionally left blank.
- 1.8 Virtual Collocation provides for interconnection between AT&T WISCONSIN and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and

Exchange Access in AT&T WISCONSIN Central Offices and for interconnection with AT&T WISCONSIN provided UNEs in AT&T WISCONSIN Central Offices and CEVs, huts and cabinets.

- 1.9 Virtual Collocation is available at AT&T WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T WISCONSIN CEVs, huts and cabinets. Upon request, AT&T WISCONSIN will provide a listing of locations of AT&T WISCONSIN's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T WISCONSIN. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T WISCONSIN's Technical Publication <https://clec.att.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T WISCONSIN under 47.U.S.C. § 251(c)(2) or accessing AT&T WISCONSIN's UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to UNEs. Such uses are limited to interconnection to 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 UNEs "for the provision of a telecommunications service."
 - 1.10.3 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. AT&T WISCONSIN is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, AT&T WISCONSIN voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(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 Collocator premises shall be considered network terminating equipment."
 - 1.10.5 AT&T WISCONSIN does not allow collocation of other Multifunctional Equipment, except that AT&T WISCONSIN will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with 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 UNEs

for the provision of a telecommunications service. AT&T WISCONSIN voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T WISCONSIN and Collocator mutually agree to such collocation.

- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to UNEs" 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. AT&T WISCONSIN will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T WISCONSIN voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T WISCONSIN and Collocator mutually agree to such placement, in AT&T WISCONSIN's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T WISCONSIN voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T WISCONSIN Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T WISCONSIN or (2) requested by Collocator and accepted by AT&T WISCONSIN on the same basis as under the FCC's original, pre-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)). AT&T WISCONSIN'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 attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T WISCONSIN network equipment areas of Eligible Structures by AT&T WISCONSIN or Collocator must meet AT&T WISCONSIN minimum safety standards. The minimum safety standards are as follows: (1) 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. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T WISCONSIN and its contractors when engineering and installing equipment.
- 1.10.10 In the event that AT&T WISCONSIN denied Collocation of Collocator's equipment, citing 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 Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T WISCONSIN equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T WISCONSIN believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days

to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T WISCONSIN or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T WISCONSIN's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T WISCONSIN chooses to have its personnel present when the CLEC equipment is installed, then AT&T WISCONSIN's presence will be at its own expense. However, if AT&T WISCONSIN demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T WISCONSIN.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 AT&T WISCONSIN provides Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T WISCONSIN's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T WISCONSIN or (2) access to AT&T WISCONSIN's UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T WISCONSIN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T WISCONSIN CEVs, huts and cabinets.
- 1.12.3 In addition, the following terms and conditions contained in the AT&T WISCONSIN's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 4-Limitation of Liability and Force Majeure Events, Section 5.4-Casualty Loss, Section 3.1- Certification, Section 3.3-Hazardous Waste & Materials, Section 3.4-Safety, Section 8.3-Cancellation Prior to Due Date, Section 8.9-Billing, Section 8.10-Late Payment Charge, Section 8.11- Allowance for Interruptions, Section 10.4-Threat to Personnel, Network, or Facilities, Section 10.5-Interference or Impairment, Section 10.7-Alterations, Section 13-Re-entry.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T WISCONSIN Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T WISCONSIN shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T WISCONSIN's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T WISCONSIN's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T WISCONSIN shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T WISCONSIN's facilities. AT&T WISCONSIN shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T WISCONSIN will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T WISCONSIN property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T WISCONSIN and telecommunications carrier will mutually agree on the location of the designated space on AT&T WISCONSIN premises where the adjacent structure will be placed. AT&T WISCONSIN will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work

- performed which will benefit or be used by AT&T WISCONSIN or other collocators. AT&T WISCONSIN also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T WISCONSIN is not reached regarding the Custom Work Charge, AT&T WISCONSIN shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T WISCONSIN shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T WISCONSIN that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T WISCONSIN shall file the appropriate interconnection agreement amendment. However, AT&T WISCONSIN shall not delay completion of such work during the amendment approval process. AT&T WISCONSIN shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T WISCONSIN Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T WISCONSIN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T WISCONSIN that house its network facilities, and all structures that house AT&T WISCONSIN's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T WISCONSIN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T WISCONSIN must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T WISCONSIN's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T WISCONSIN may reserve space for transport equipment for current year plus two years. Additionally, AT&T WISCONSIN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T WISCONSIN or for future use by AT&T WISCONSIN or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T WISCONSIN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within

Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **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. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T WISCONSIN's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T WISCONSIN or access to AT&T WISCONSIN provided UNEs is ordered as set forth in AT&T WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES. AT&T WISCONSIN will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T WISCONSIN will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T WISCONSIN's UNEs. The Collocator will, at its expense, provide the following:
 - 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, 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. Suitable replacements are to be immediately provided to AT&T WISCONSIN to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T WISCONSIN Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T WISCONSIN will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
 - 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,

- 5.1.4 Removal of above facilities and equipment,
- 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T WISCONSIN on anticipated additional Virtual Collocation requirements,
- 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T WISCONSIN with a listing of the equipment types that they plan to virtually collocate in AT&T WISCONSIN's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T WISCONSIN personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T WISCONSIN will begin development of the quotation. AT&T WISCONSIN will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
- 6.1.2 In responding to an application request, AT&T WISCONSIN shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

| Number of Applications By One Collocator | Quotations Interval |
|---|---------------------|
| 1 - 5 | 10 Calendar Days |
| 6 - 10 | 15 Calendar Days |
| 11 - 15 | 20 Calendar Days |
| 16 - 20 | 25 Calendar Days |

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T WISCONSIN at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once AT&T WISCONSIN has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.
- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T WISCONSIN will allow the Collocator's vendor to begin equipment installation no later than

ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

| Type | Description | Interval | Exception |
|---------|--------------------------|------------------|--|
| Virtual | Active Collocation space | 90 calendar days | With <u>AT&T WISCONSIN</u> installation of bays/racks/frames |
| Virtual | Active Collocation space | 90 calendar days | With CLEC installation of bays/racks/frames |

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T WISCONSIN shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T WISCONSIN will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T WISCONSIN will be installing all or some of the bays. AT&T WISCONSIN considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 AT&T WISCONSIN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 AT&T WISCONSIN will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All

installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

- 6.3.4 The Collocator and AT&T WISCONSIN must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T WISCONSIN will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T WISCONSIN will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T WISCONSIN to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T WISCONSIN Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

- 6.5.2 AT&T WISCONSIN will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T WISCONSIN Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 AT&T WISCONSIN does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T WISCONSIN may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T WISCONSIN Central Offices and AT&T WISCONSIN CEVs, huts and cabinets and are applicable for all repairs performed by AT&T WISCONSIN on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T WISCONSIN with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T WISCONSIN will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T WISCONSIN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T WISCONSIN with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T WISCONSIN will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 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.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T WISCONSIN to remove the Collocator's equipment and facilities from AT&T WISCONSIN's 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. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T WISCONSIN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T WISCONSIN will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T WISCONSIN or its contractors during the removal process. However, Collocator will indemnify and hold AT&T WISCONSIN harmless for any damage done to virtually collocated equipment if AT&T WISCONSIN permits the Collocator to hire a contractor approved by AT&T WISCONSIN to remove virtually collocated equipment. Any equipment

not removed in this time frame may be removed by AT&T WISCONSIN and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T WISCONSIN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. 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 that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T WISCONSIN DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T WISCONSIN under section 251(c)(2) and for access to AT&T WISCONSIN provided UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T WISCONSIN provided UNEs under 251(c)(3) in AT&T WISCONSIN's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T WISCONSIN Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T WISCONSIN provided UNEs in AT&T WISCONSIN CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T WISCONSIN CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T WISCONSIN Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T WISCONSIN for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T WISCONSIN's provided UNEs to be used in conjunction with Virtual Collocation in AT&T WISCONSIN's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T WISCONSIN costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T WISCONSIN personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

- 12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T WISCONSIN's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T WISCONSIN expressed as a monthly rate. AT&T WISCONSIN's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T WISCONSIN and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T WISCONSIN to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T WISCONSIN to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T WISCONSIN to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T WISCONSIN pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T WISCONSIN will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T WISCONSIN's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T WISCONSIN's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T WISCONSIN's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T WISCONSIN's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T WISCONSIN's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T WISCONSIN provided single signal from AT&T WISCONSIN's timing source to provide synchronization between a Collocator's single network element and AT&T WISCONSIN's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T WISCONSIN is responsible for determining when training is necessary and how many of AT&T WISCONSIN's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T WISCONSIN will be limited to request training for four (4) of AT&T WISCONSIN's personnel per location, unless a different number is mutually agreed upon by AT&T WISCONSIN and Collocator.

12.4.16.2 The Collocator may have AT&T WISCONSIN arrange for the required training of AT&T WISCONSIN's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T WISCONSIN chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T WISCONSIN employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T WISCONSIN employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T WISCONSIN employee training.

12.4.16.4 AT&T WISCONSIN will work cooperatively with the Collocator to schedule AT&T WISCONSIN's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T WISCONSIN's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T WISCONSIN to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T WISCONSIN to the Collocator for repair of the Collocator's equipment. All repairs will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T WISCONSIN to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T WISCONSIN to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T WISCONSIN's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T WISCONSIN's provided UNEs in AT&T WISCONSIN's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T WISCONSIN CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T WISCONSIN personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T WISCONSIN shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents

- shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T WISCONSIN and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T WISCONSIN that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T WISCONSIN shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T WISCONSIN shall not prevent the Collocator from entering the Eligible Structure. If AT&T WISCONSIN does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T WISCONSIN shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T WISCONSIN will provide a security escort with the Collocator paying the expense for the escort. AT&T WISCONSIN will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T WISCONSIN may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T WISCONSIN as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T WISCONSIN with reasonable notice of the entry. Notice will be provided to AT&T WISCONSIN's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T WISCONSIN's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T WISCONSIN security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T WISCONSIN or other Collocators in jeopardy.
- 13.7 AT&T WISCONSIN may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T WISCONSIN shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T WISCONSIN's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of AT&T WISCONSIN

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T WISCONSIN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T WISCONSIN and

Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

14.1.2 Collocator 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 Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix 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 negligence or willful or intentional misconduct of AT&T WISCONSIN or its employees. The provisions in this Section are reciprocal and applicable also to AT&T WISCONSIN.

14.1.3 AT&T WISCONSIN shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T WISCONSIN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T WISCONSIN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T WISCONSIN and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence limit for Products/Completed Operations.

14.2.2.1 Fire Legal Liability limits of \$2,000,000 are required for lease agreements. AT&T WISCONSIN will be named as an Additional Insured on the Commercial General Liability policy.

14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

14.2.4 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 casualty insurance policy covering such property, regardless of cause or origin, including 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.

- 14.2.5 AT&T WISCONSIN requires that companies affording insurance coverage must have and maintain a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.
- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T WISCONSIN as well. If a certificate is not received, AT&T WISCONSIN will notify the Collocator and the Collocator will have ten (10) business days to cure the deficiency.
- 14.2.7 If the Collocator does not cure the deficiency within ten (10) business days, Collocator hereby authorizes AT&T WISCONSIN, and AT&T WISCONSIN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T WISCONSIN will invoice Collocator for the costs incurred to so acquire insurance.
- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER." In the event that CLEC cannot physically modify the cancellation clause, CLEC agrees to the provision and will provide AT&T with notice as required herein within 30 days of any cancellation or material changes to the policy.
- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.
- 14.3 Conduct While in AT&T WISCONSIN Eligible Structures
- 14.3.1 Collocator and AT&T WISCONSIN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T WISCONSIN for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T WISCONSIN in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T WISCONSIN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T WISCONSIN:

- 14.3.1.1 Theft or destruction of AT&T WISCONSIN's or Collocator's property;
 - 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T WISCONSIN's property;
 - 14.3.1.3 Threats or violent acts against other persons on AT&T WISCONSIN's property;
 - 14.3.1.4 Knowing violations of any local, state or federal law on AT&T WISCONSIN's property;
 - 14.3.1.5 Permitting unauthorized persons access to AT&T WISCONSIN or Collocator's equipment on AT&T WISCONSIN's property; and
 - 14.3.1.6 Carrying a weapon on AT&T WISCONSIN's property.
- 14.3.2 In addition, Collocator and AT&T WISCONSIN will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T WISCONSIN or the Collocator of AT&T WISCONSIN's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T WISCONSIN security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T WISCONSIN's own employees and authorized contractors must undergo. AT&T WISCONSIN will not, however, require Collocator to receive security training from AT&T WISCONSIN, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T WISCONSIN's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T WISCONSIN.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T WISCONSIN's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T WISCONSIN's own employees and authorized contractors must undergo. AT&T WISCONSIN will not, however, require Collocator to receive security training from AT&T WISCONSIN, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T WISCONSIN's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T WISCONSIN's Offices

- 16.1.1 This security escort charge consists of the charges for AT&T WISCONSIN provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the

minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T WISCONSIN's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T WISCONSIN provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T WISCONSIN Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T WISCONSIN Main Distribution Frame (MDF) or its equivalent by AT&T WISCONSIN Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T WISCONSIN will install and stencil termination blocks or panels at AT&T WISCONSIN Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T WISCONSIN Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T WISCONSIN Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T WISCONSIN's Battery Distribution Fuse Bay (BDFB) by AT&T WISCONSIN Approved Power Installation Vendor. When AT&T WISCONSIN designated power termination point is at the Power Plant Primary Distribution, the Collocator's

AT&T WISCONSIN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T WISCONSIN project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T WISCONSIN Power Plant Primary Distribution, which will be performed by AT&T WISCONSIN. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T WISCONSIN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T WISCONSIN and follow AT&T WISCONSIN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T WISCONSIN Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 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. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 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 a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide 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 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. Dedicated 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 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. 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.

Table 1

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

17.3.1.3 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) 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. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T WISCONSIN.

17.3.1.4 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:

17.3.1.5 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.

17.3.2 Payment

17.3.2.1 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.

17.3.3 Cable Augments

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

- 17.3.3.1.1 168 DS1 connections and/or
- 17.3.3.1.2 48 DS3 connections and/or
- 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 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.

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

- 17.3.3.4 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) 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.
- 17.3.3.5 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:
- 17.3.3.6 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.
- 17.3.4 All Other Augments
 - 17.3.4.1 For all Augments other than provided above, AT&T WISCONSIN will work cooperatively with Collocator to negotiate mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 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 job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T WISCONSIN Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T WISCONSIN Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T WISCONSIN approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed

as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element includes virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by an AT&T WISCONSIN approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|----|---|--|-------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 2 | CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED | | | | |
| 3 | REAL ESTATE | | | | |
| 4 | Site Conditioning | Per Sq. Ft. of space used by CLEC | S8FWB | | \$9.28 |
| 5 | Safety & Security | Per Sq. Ft. of space used by CLEC | S8F4N | | \$19.56 |
| 6 | Floor Space Usage | Per Sq. Ft. of space used by CLEC | S8F4L | \$5.97 | |
| 7 | COMMON SYSTEMS | | | | |
| 8 | Common Systems - Cage | Per Sq. Ft. of space used by CLEC | S8F4A | \$0.44 | \$59.86 |
| 9 | PLANNING | | | | |
| 10 | Planning - Central Office | Per Sq. Ft. of space used by CLEC | S8GCA | \$0.09 | \$7.55 |
| 11 | Planning | Per Request | NRFCB | | \$5,244.43 |
| 12 | Planning - Subsequent Inter. Cabling | Per Request | NRFCB | | \$2,267.04 |
| 13 | Planning - Subsequent Power Cabling | Per Request | NRFCB | | \$2,306.10 |
| 14 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 15 | Planning - Non-Standard | Per Request | NRFCB | | \$1,436.00 |
| 16 | POWER PROVISIONING | | | | |
| 17 | Power Panel: | | | | |
| 18 | 50 Amp | Per Power Panel (CLEC Provided) | NONE | | |
| 19 | 200 Amp | Per Power Panel (CLEC Provided) | NONE | | |
| 20 | Power Cable and Infrastructure: | | | | |
| 21 | Power Cable Rack | Per Four Power Cables or Quad | NONE | | |
| 22 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (CLEC Provided) | C1F31 | \$0.25 | \$48.23 |
| 23 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (CLEC Provided) | S8GF1 | \$0.25 | \$48.23 |
| 24 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (CLEC Provided) | C1F32 | \$0.25 | \$48.23 |
| 25 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (CLEC Provided) | C1F33 | \$0.25 | \$48.23 |
| 26 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (CLEC Provided) | S8GF2 | \$0.25 | \$48.23 |
| 27 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (CLEC Provided) | S8GF3 | \$0.25 | \$48.23 |
| 28 | Equipment Grounding: | | | | |
| 29 | Ground Cable Placement | Per Sq. Ft. of space used by CLEC | S8FCR | \$0.03 | \$0.92 |
| 30 | DC POWER AMPERAGE CHARGE | | | | |
| 31 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 32 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 33 | FIBER CABLE PLACEMENT | | | | |
| 34 | Central Office: | | | | |
| 35 | Fiber Cable | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85 | \$809.13 |
| 36 | Entrance Conduit | Per Fiber Cable Sheath | S8FW5 | \$8.76 | |
| 37 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 38 | MISCELLANEOUS COSTS | | | | |
| 39 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8F45 | \$0.08 | \$14.81 |
| 40 | Bits Timing | Per two circuits | S8FQT | \$3.58 | \$698.82 |
| 41 | Space Availability Report | Per Premise | NRFCQ | | \$168.04 |
| 42 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 43 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 44 | CAGE COMMON COSTS | | | | |
| 45 | AC Circuit Placement | Per Sq. Ft. (CLEC provides cage) | NRL60 | | \$5.29 |
| 46 | INTERCONNECTION COSTS: | | | | |
| 47 | ILEC TO CLEC CONNECTION | | | | |
| 48 | Voice Grade Arrangement | 100 Copper Pairs (CLEC provides cable) | S8F48 | \$3.86 | \$156.02 |
| 49 | Voice Grade Arrangement | 100 Shielded Pairs (CLEC provides cable) | S8FWU | \$3.86 | \$156.02 |
| 50 | DS1 Arrangement - DCS | 28 DS1 (CLEC provides cable) | S8FQM | \$295.42 | \$3,105.79 |
| 51 | DS1 Arrangement - DSX | 28 DS1 (CLEC provides cable) | S8F46 | \$6.07 | \$486.89 |
| 52 | DS3 Arrangement - DCS | 1 DS3 (CLEC provides cable) | S8F47 | \$115.30 | \$1,809.40 |
| 53 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable) | S8FQN | \$5.69 | \$116.67 |
| 54 | Fiber Arrangement | 12 Fiber Pairs (CLEC provides cable) | S8FQR | \$3.76 | \$495.49 |
| 55 | CLEC TO CLEC CONNECTION | | | | |
| 56 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$0.82 | |
| 57 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$0.57 | |
| 58 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$0.50 | |
| 59 | Route Design | | NRFCX | | \$424.88 |
| 60 | Connection for DS1 | Per 28 Circuits (CLEC provides cable) | S8GFH | \$0.18 | |
| 61 | Connection for DS3 | Per Circuit (CLEC provides cable) | S8GFJ | \$0.12 | |
| 62 | Connection for Optical | Per Cable (CLEC provides cable) | S8GFK | \$0.31 | |
| 63 | TIME SENSITIVE ACTIVITIES | | | | |
| 64 | PRE-VISITS | | | | |
| 65 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | | \$23.23 |
| 66 | Comm. Tech - Craft | Per 1/4 Hour | NRFCB | | \$19.60 |
| 67 | CO Manager - 1st Level | Per 1/4 Hour | NRFCB | | \$19.72 |
| 68 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | | \$19.24 |
| 69 | CONSTRUCTION VISITS | | | | |
| 70 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | | \$19.24 |
| 71 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | | \$23.23 |
| 72 | | | | | |
| 73 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED | | | | |
| 74 | REAL ESTATE | | | | |
| 75 | Site Conditioning | Per Sq. Ft. of space used by CLEC | S8GCE | | \$9.28 |
| 76 | Safety & Security | Per Sq. Ft. of space used by CLEC | S8GCF | | \$19.56 |
| 77 | Floor Space Usage | Per Sq. Ft. of space used by CLEC | S8GCD | \$5.97 | |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|-----------------------------------|--------------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 78 | COMMON SYSTEMS | | | | |
| 79 | Common Systems - Cage | Per Sq. Ft. of space used by CLEC | S8GCG | \$0.44 | \$59.86 |
| 80 | PLANNING | | | | |
| 81 | Planning - Central Office | Per Sq. Ft. of space used by CLEC | S8GCA | \$0.09 | \$7.55 |
| 82 | Planning | Per Request | NRFCB | | \$5,244.43 |
| 83 | Planning - Subsequent Inter. Cabling | Per Request | NRFCB | | \$2,267.04 |
| 84 | Planning - Subsequent Power Cabling | Per Request | NRFCF | | \$2,306.10 |
| 85 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 86 | Planning - Non-Standard | Per Request | NRFCB | | \$1,436.00 |
| 87 | POWER PROVISIONING | | | | |
| 88 | Power Panel: | | | | |
| 89 | 50 Amp | Per Power Panel | S8GC8 | \$15.77 | \$3,079.47 |
| 90 | 200 Amp | Per Power Panel | S8GC9 | \$18.75 | \$3,659.46 |
| 91 | Power Cable and Infrastructure: | | | | |
| 92 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3A | \$5.83 | \$1,378.83 |
| 93 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8GCU | \$7.74 | \$1,570.84 |
| 94 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3B | \$8.35 | \$1,700.70 |
| 95 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3C | \$8.96 | \$1,830.56 |
| 96 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8GCV | \$9.57 | \$1,954.85 |
| 97 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GCW | \$11.39 | \$2,344.44 |
| 98 | Equipment Grounding: | | | | |
| 99 | Ground Cable Placement | Per Sq. Ft. of space used by CLEC | S8GDA | \$0.03 | \$0.92 |
| 100 | DC POWER AMPERAGE CHARGE | | | | |
| 101 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 102 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 103 | FIBER CABLE PLACEMENT | | | | |
| 104 | Central Office: | | | | |
| 105 | Fiber Cable | Per Fiber Cable Sheath | S8GDE | \$4.85 | \$1,619.88 |
| 106 | Entrance Conduit to Vault | Per Fiber Cable Sheath | S8GDD | \$8.76 | |
| 107 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 108 | MISCELLANEOUS COSTS | | | | |
| 109 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8GEK | \$0.08 | \$14.81 |
| 110 | Bits Timing | Per two circuits | S8GEJ | \$3.58 | \$698.82 |
| 111 | Space Availability Report | Per Premise | NRFCM | | \$168.04 |
| 112 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 113 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 114 | CAGE COMMON COSTS | | | | |
| 115 | Cage Preparation | Per Sq. Ft. of space used by CLEC | S8GCH | \$0.27 | \$19.70 |
| 116 | INTERCONNECTION COSTS: | | | | |
| 117 | ILEC TO CLEC CONNECTION | | | | |
| 118 | Voice Grade Arrangement | 100 Copper Pairs | S8GD4 | \$4.92 | \$1,027.16 |
| 119 | Voice Grade Arrangement | 100 Shielded Pairs | S8GD5 | \$4.92 | \$1,027.16 |
| 120 | DS1 Arrangement - DCS | 28 DS1 | S8GDK | \$297.44 | \$3,613.06 |
| 121 | DS1 Arrangement - DSX | 28 DS1 | S8GDP | \$9.79 | \$1,346.48 |
| 122 | DS3 Arrangement - DCS | 1 DS3 | S8GDV | \$115.58 | \$2,181.58 |
| 123 | DS3 Arrangement - DSX | 1 DS3 | S8GDZ | \$7.14 | \$603.89 |
| 124 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber strands) | S8GED | \$6.55 | \$1,779.78 |
| 125 | CLEC TO CLEC CONNECTION | | | | |
| 126 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$0.82 | |
| 127 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$0.57 | |
| 128 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$0.50 | |
| 129 | Route Design | | NRFCX | | \$424.88 |
| 130 | Connection for DS1 | Per 28 Circuits | S8GFC | \$1.41 | \$982.35 |
| 131 | Connection for DS3 | Per Circuit | S8GFD | \$1.30 | \$433.86 |
| 132 | Connection for Optical (Fiber) | Per Cable | S8GFB | \$1.38 | \$1,404.07 |
| 133 | TIME SENSITIVE ACTIVITIES | | | | |
| 134 | PRE-VISITS | | | | |
| 135 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | | \$23.23 |
| 136 | Comm. Tech - Craft | Per 1/4 Hour | NRFCB | | \$19.60 |
| 137 | CO Manager - 1st Level | Per 1/4 Hour | NRFCB | | \$19.72 |
| 138 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | | \$19.24 |
| 139 | CONSTRUCTION VISITS | | | | |
| 140 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | | \$19.24 |
| 141 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | | \$23.23 |
| 142 | | | | | |
| 143 | CLEC-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 144 | CAGELESS | | | | |
| 145 | REAL ESTATE | | | | |
| 146 | Site Conditioning | Per Frame (Standard Bay=10 sq ft) | S8FWC | | \$92.81 |
| 147 | Safety & Security | Per Frame (Standard Bay=10 sq ft) | S8FWG | | \$195.57 |
| 148 | Floor Space Usage | Per Frame (Standard Bay=10 sq ft) | S8F9C | \$64.21 | |
| 149 | COMMON SYSTEMS | | | | |
| 150 | Common Systems - Cageless | Per Frame (Standard Bay=10 sq ft) | S8FWE | \$9.35 | \$760.45 |
| 151 | PLANNING | | | | |
| 152 | Planning - Central Office | Per Frame (Standard Bay=10 sq ft) | S8GCB | \$1.13 | \$75.54 |
| 153 | Planning | Per Request | NRFCJ | | \$4,601.93 |
| 154 | Planning - Subsequent Inter. Cabling | Per Request | NRFCB | | \$2,267.04 |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|--|--------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 154 | Planning - Subsequent Power Cabling | Per Request | NRFCF | | \$2,306.10 |
| 155 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 156 | Planning - Non-Standard | Per Request | NRFCH | | \$1,436.00 |
| 157 | POWER PROVISIONING | | | | |
| 158 | Power Panel: | | | | |
| 159 | 50 Amp | Per Power Panel (CLEC Provided) | NONE | | |
| 160 | 200 Amp | Per Power Panel (CLEC Provided) | NONE | | |
| 161 | Power Cable and Infrastructure: | | | | |
| 162 | Power Cable Rack | Per Four Power Cables or Quad | NONE | | |
| 163 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (CLEC Provided) | C1F34 | \$0.25 | \$48.23 |
| 164 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (CLEC Provided) | S8GF1 | \$0.25 | \$48.23 |
| 165 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (CLEC Provided) | C1F35 | \$0.25 | \$48.23 |
| 166 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (CLEC Provided) | C1F36 | \$0.25 | \$48.23 |
| 167 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (CLEC Provided) | S8GF2 | \$0.25 | \$48.23 |
| 168 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (CLEC Provided) | S8GF3 | \$0.25 | \$48.23 |
| 169 | Equipment Grounding: | | | | |
| 170 | Ground Cable Placement | Per Frame | S8GDB | \$0.33 | \$15.32 |
| 171 | DC POWER AMPERAGE CHARGE | | | | |
| 172 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 173 | Per Amp | | S8GCR | \$10.61 | |
| 174 | CEV, HUT & Cabinets | Per 2 inch mounting space | S8GCT | \$1.27 | |
| 175 | FIBER CABLE PLACEMENT | | | | |
| 176 | Central Office: | | | | |
| 177 | Fiber Cable | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85 | \$809.13 |
| 178 | Entrance Conduit | Per Fiber Cable Sheath | S8FW5 | \$8.76 | |
| 179 | CEV, HUT & Cabinets: | | | | |
| 180 | Fiber Cable Placement | Per Fiber Cable Sheath | S8GDH | | \$53.58 |
| 181 | Entrance Conduit | Per Fiber Cable Sheath | S8GDJ | \$2.61 | |
| 182 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 183 | MISCELLANEOUS COSTS | | | | |
| 184 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8F45 | \$0.08 | \$14.81 |
| 185 | Bits Timing | Per two circuits | S8FQT | \$3.58 | \$698.82 |
| 186 | Space Availability Report | Per Premise | NRFCQ | | \$168.04 |
| 187 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 188 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 189 | CAGELESS / POT BAY OPTIONS | | | | |
| 190 | Standard Equipment Bay | Each (CLEC Provided) | NONE | | |
| 191 | Non-Standard Cabinet Bay | Each (CLEC Provided) | NONE | | |
| 192 | VF/DS0 Termination Panel | Each (CLEC Provided) | NONE | | |
| 193 | VF/DS0 Termination Module | Each (CLEC Provided) | NONE | | |
| 194 | DDP-1 Panel | Each (CLEC Provided) | NONE | | |
| 195 | DDP-1 Jack Access Card | Each (CLEC Provided) | NONE | | |
| 196 | DS3/STS-1 Interconnect Panel | Each (CLEC Provided) | NONE | | |
| 197 | DS3 Interconnect Module | Each (CLEC Provided) | NONE | | |
| 198 | Fiber Optic Splitter Panel | Each (CLEC Provided) | NONE | | |
| 199 | Fiber Termination Dual Module | Each (CLEC Provided) | NONE | | |
| 200 | CEV, HUT, CABINET | | | | |
| 201 | 24 Foot CEV | 2 Inch Mounting Space | S8GE3 | \$1.64 | |
| 202 | 16 Foot CEV | 2 Inch Mounting Space | S8GE4 | \$1.77 | |
| 203 | Maxi-Hut | 2 Inch Mounting Space | S8GE1 | \$0.77 | |
| 204 | Mini-Hut | 2 Inch Mounting Space | S8GE2 | \$1.33 | |
| 205 | Large Cabinet | 2 Inch Mounting Space | S8GEX | \$1.63 | |
| 206 | Medium Cabinet | 2 Inch Mounting Space | S8GEY | \$2.19 | |
| 207 | Small Cabinet | 2 Inch Mounting Space | S8GEZ | \$3.29 | |
| 208 | INTERCONNECTION COSTS: | | | | |
| 209 | ILEC TO CLEC CONNECTION | | | | |
| 210 | Voice Grade Arrangement | 100 Copper Pairs (CLEC provides cable) | S8F3E | \$3.86 | \$156.02 |
| 211 | Voice Grade Arrangement | 100 Shielded Pairs (CLEC provides cable) | S8FWV | \$3.86 | \$156.02 |
| 212 | DS1 Arrangement - DCS | 28 DS1 (CLEC provides cable) | S8F2J | \$295.42 | \$3,105.79 |
| 213 | DS1 Arrangement - DSX | 28 DS1 (CLEC provides cable) | S8F2P | \$6.07 | \$486.89 |
| 214 | DS3 Arrangement - DCS | 1 DS3 (CLEC provides cable) | S8F21 | \$115.30 | \$1,809.40 |
| 215 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable) | S8F25 | \$5.69 | \$116.67 |
| 216 | Fiber Arrangement | 12 Fiber Pairs (CLEC provides cable) | S8F49 | \$3.76 | \$495.49 |
| 217 | CLEC TO CLEC CONNECTION | | | | |
| 218 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$0.82 | |
| 219 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$0.57 | |
| 220 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$0.50 | |
| 221 | Route Design | | NRFCX | | \$424.88 |
| 222 | Connection for DS1 | Per 28 Circuits (CLEC provides cable) | S8GFL | \$0.18 | \$0.00 |
| 223 | Connection for DS3 | Per Circuit (CLEC provides cable) | S8GFM | \$0.12 | \$0.00 |
| 224 | Connection for Optical | Per Cable (CLEC provides cable) | S8GFN | \$0.31 | \$0.00 |
| 225 | PROJECT MANAGEMENT | | | | |
| 226 | CEV, HUT & CABINET | | | | |
| 227 | Project Coordination | Per CLEC Application | NRFCCK | | \$631.17 |
| 228 | TIME SENSITIVE ACTIVITIES | | | | |
| 229 | PRE-VISITS | | | | |
| 230 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | | \$23.23 |
| 231 | Comm. Tech - Craft | Per 1/4 Hour | NRFCS | | \$19.60 |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|-----------------------------------|-------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 232 | CO Manager - 1st Level | Per 1/4 Hour | NRFCF | | \$19.72 |
| 233 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | | \$19.24 |
| 234 | CONSTRUCTION VISITS | | | | |
| 235 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | | \$19.24 |
| 236 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | | \$23.23 |
| 237 | | | | | |
| 238 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 238 | CAGELESS | | | | |
| 239 | REAL ESTATE | | | | |
| 240 | Site Conditioning | Per Frame (Standard Bay=10 sq ft) | S8GCL | | \$92.81 |
| 241 | Safety & Security | Per Frame (Standard Bay=10 sq ft) | S8GCN | | \$195.57 |
| 242 | Floor Space Usage | Per Frame (Standard Bay=10 sq ft) | S8GCK | \$64.21 | |
| 243 | COMMON SYSTEMS | | | | |
| 244 | Common Systems - Cageless | Per Frame (Standard Bay=10 sq ft) | S8GCM | \$9.35 | \$760.45 |
| 245 | PLANNING | | | | |
| 246 | Planning - Central Office | Per Frame (Standard Bay=10 sq ft) | S8GCB | \$1.13 | \$75.54 |
| 247 | Planning | Per Request | NRFCJ | | \$4,601.93 |
| 248 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | | \$2,267.04 |
| 249 | Planning - Subsequent Power Cabling | Per Request | NRFCF | | \$2,306.10 |
| 250 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 251 | Planning - Non-Standard | Per Request | NRFCH | | \$1,436.00 |
| 252 | POWER PROVISIONING | | | | |
| 253 | Power Panel: | | | | |
| 254 | 50 Amp | Per Power Panel | S8GC8 | \$15.77 | \$3,079.47 |
| 255 | 200 Amp | Per Power Panel | S8GC9 | \$18.75 | \$3,659.46 |
| 256 | Power Cable and Infrastructure: | | | | |
| 257 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3D | \$5.83 | \$2,100.33 |
| 258 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8GCX | \$7.74 | \$2,262.52 |
| 259 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3E | \$8.35 | \$2,424.71 |
| 260 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3F | \$8.96 | \$2,586.91 |
| 261 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8GCY | \$9.57 | \$2,749.10 |
| 262 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GCZ | \$11.39 | \$3,236.32 |
| 263 | Equipment Grounding: | | | | |
| 264 | Ground Cable Placement | Per Frame | S8GDB | \$0.33 | \$15.32 |
| 265 | DC POWER AMPERAGE CHARGE | | | | |
| 266 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 267 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 268 | CEV, HUT & Cabinets | Per 2 inch mounting space | S8GCT | \$1.27 | |
| 269 | FIBER CABLE PLACEMENT | | | | |
| 270 | Central Office: | | | | |
| 271 | Fiber Cable | Per Fiber Cable Sheath | S8GDE | \$4.85 | \$1,619.88 |
| 272 | Entrance Conduit | Per Fiber Cable Sheath | S8GDD | \$8.76 | |
| 273 | CEV, HUT & Cabinets: | | | | |
| 274 | Fiber Cable Placement | Per Fiber Cable Sheath | S8GDH | | \$53.58 |
| 275 | Entrance Conduit | Per Fiber Cable Sheath | S8GDJ | \$2.61 | |
| 276 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 277 | MISCELLANEOUS COSTS | | | | |
| 278 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8GEK | \$0.08 | \$14.81 |
| 279 | Bits Timing | Per two circuits | S8GEJ | \$3.58 | \$698.82 |
| 280 | Space Availability Report | Per Premise | NRFCQ | | \$168.04 |
| 281 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 282 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 283 | CAGELESS / POT BAY OPTIONS | | | | |
| 284 | Standard Equipment Bay | Each | NRFCO | \$8.89 | \$721.28 |
| 285 | Non-Standard Cabinet Bay | Each | NRFCP | \$17.78 | \$3,470.81 |
| 286 | VF/DS0 Termination Panel/Module | Each | S8GE5 | \$3.10 | \$605.64 |
| 287 | DDP-1 Panel/Jack Access Card | Each | S8GE6 | \$8.08 | \$1,576.65 |
| 288 | DS3/STS-1 Interconnect Panel | Each | S8GE7 | \$2.38 | \$465.47 |
| 289 | DS3 Interconnect Module | Each | S8GE8 | \$0.45 | \$87.35 |
| 290 | Fiber Optic Splitter Panel | Each | S8GE9 | \$1.52 | \$297.00 |
| 291 | Fiber Termination Dual Module | Each | S8GFA | \$1.37 | \$267.88 |
| 292 | CEV, HUT, CABINET | | | | |
| 293 | 24 Foot CEV | 2 Inch Mounting Space | S8GE3 | \$1.64 | |
| 294 | 16 Foot CEV | 2 Inch Mounting Space | S8GE4 | \$1.77 | |
| 295 | Maxi-Hut | 2 Inch Mounting Space | S8GE1 | \$0.77 | |
| 296 | Mini-Hut | 2 Inch Mounting Space | S8GE2 | \$1.33 | |
| 297 | Large Cabinet | 2 Inch Mounting Space | S8GEX | \$1.63 | |
| 298 | Medium Cabinet | 2 Inch Mounting Space | S8GEY | \$2.19 | |
| 299 | Small Cabinet | 2 Inch Mounting Space | S8GEZ | \$3.29 | |
| 300 | INTERCONNECTION COSTS: | | | | |
| 301 | ILEC TO CLEC CONNECTION | | | | |
| 302 | Voice Grade Arrangement | 100 Copper Pairs | S8GD6 | \$4.92 | \$1,027.16 |
| 303 | Voice Grade Arrangement | 100 Shielded Pairs | S8GD7 | \$4.92 | \$1,027.16 |
| 304 | DS1 Arrangement - DCS | 28 DS1 | S8GDL | \$297.44 | \$3,613.06 |
| 305 | DS1 Arrangement - DSX | 28 DS1 | S8GDQ | \$9.79 | \$1,346.48 |
| 306 | DS3 Arrangement - DCS | 1 DS3 | S8GDW | \$115.58 | \$2,181.58 |
| 307 | DS3 Arrangement - DSX | 1 DS3 | S8GD1 | \$7.14 | \$603.89 |
| 308 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | S8GEE | \$6.55 | \$1,779.78 |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|--|--|-------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 309 | CLEC TO CLEC CONNECTION | | | | |
| 310 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$0.82 | |
| 311 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$0.57 | |
| 312 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$0.50 | |
| 313 | Route Design | | NRFCX | | \$424.88 |
| 314 | Connection for DS1 | Per 28 Circuits | S8GFC | \$1.41 | \$982.35 |
| 315 | Connection for DS3 | Per Circuit | S8GFD | \$1.30 | \$433.86 |
| 316 | Connection for Optical (Fiber) | Per Cable | S8GFB | \$1.38 | \$1,404.07 |
| 317 | PROJECT MANAGEMENT | | | | |
| 318 | CEV, HUT & CABINET | | | | |
| 319 | Project Coordination | Per CLEC Application | NRFCX | | \$631.17 |
| 320 | TIME SENSITIVE ACTIVITIES | | | | |
| 321 | PRE-VISITS | | | | |
| 322 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | | \$23.23 |
| 323 | Comm. Tech - Craft | Per 1/4 Hour | NRFCS | | \$19.60 |
| 324 | CO Manager - 1st Level | Per 1/4 Hour | NRFCU | | \$19.72 |
| 325 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCV | | \$19.24 |
| 326 | CONSTRUCTION VISITS | | | | |
| 327 | Project Manager - 1st Level | Per 1/4 Hour | NRFCW | | \$19.24 |
| 328 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | | \$23.23 |
| 329 | | | | | |
| 330 | CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON | | | | |
| 331 | REAL ESTATE | | | | |
| 332 | Site Conditioning | Per Frame (Standard Bay=10 sq ft) | S8FWC | | \$92.81 |
| 333 | Safety & Security | Per Frame (Standard Bay=10 sq ft) | S8FWG | | \$195.57 |
| 334 | Floor Space Usage | Per Linear Foot | S8GCO | \$24.87 | |
| 335 | COMMON SYSTEMS | | | | |
| 336 | Common Systems - Common | Per Linear Foot | S8GCP | \$3.62 | \$294.37 |
| 337 | PLANNING | | | | |
| 338 | Planning - Central Office | Per Linear Foot | S8GCC | \$0.44 | \$29.24 |
| 339 | Planning | Per Request | NRFCJ | | \$4,601.93 |
| 340 | Planning - Subsequent Inter. Cabling | Per Request | NRFCB | | \$2,267.04 |
| 341 | Planning - Subsequent Power Cabling | Per Request | NRFCF | | \$2,306.10 |
| 342 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 343 | Planning - Non-Standard | Per Request | NRFCH | | \$1,436.00 |
| 344 | POWER PROVISIONING | | | | |
| 345 | Power Panel: | | | | |
| 346 | 50 Amp | Per Power Panel (CLEC provides) | NONE | | |
| 347 | 200 Amp | Per Power Panel (CLEC provides) | NONE | | |
| 348 | Power Cable and Infrastructure: | | | | |
| 349 | Power Cable Rack | Per Four Power Cables or Quad | NONE | | |
| 350 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (CLEC Provided) | C1F31 | \$0.25 | \$48.23 |
| 351 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (CLEC Provided) | S8GF1 | \$0.25 | \$48.23 |
| 352 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (CLEC Provided) | C1F32 | \$0.25 | \$48.23 |
| 353 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (CLEC Provided) | C1F33 | \$0.25 | \$48.23 |
| 354 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (CLEC Provided) | S8GF2 | \$0.25 | \$48.23 |
| 355 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (CLEC Provided) | S8GF3 | \$0.25 | \$48.23 |
| 356 | Equipment Grounding: | | | | |
| 357 | Ground Cable Placement | Per Linear Foot | S8GDC | \$0.13 | \$5.93 |
| 358 | DC POWER AMPERAGE CHARGE | | | | |
| 359 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 360 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 361 | FIBER CABLE PLACEMENT | | | | |
| 362 | Central Office: | | | | |
| 363 | Fiber Cable | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85 | \$809.13 |
| 364 | Entrance Conduit | Per Fiber Cable Sheath | S8FW5 | \$8.76 | |
| 365 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 366 | MISCELLANEOUS COSTS | | | | |
| 367 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8F45 | \$0.08 | \$14.81 |
| 368 | Bits Timing | Per two circuits | S8FQT | \$3.58 | \$698.82 |
| 369 | Space Availability Report | Per Premise | NRFCQ | | \$168.04 |
| 370 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 371 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 372 | CAGE COMMON COSTS | | | | |
| 373 | Cage Preparation | Per Linear Foot | S8GCJ | \$1.00 | \$157.00 |
| 374 | INTERCONNECTION COSTS: | | | | |
| 375 | ILEC TO CLEC CONNECTION | | | | |
| 376 | Voice Grade Arrangement | 100 Copper Pairs (CLEC provides cable) | S8F3E | \$3.86 | \$156.02 |
| 377 | Voice Grade Arrangement | 100 Shielded Pairs (CLEC provides cable) | S8FWV | \$3.86 | \$156.02 |
| 378 | DS1 Arrangement - DCS | 28 DS1 (CLEC provides cable) | S8F2J | \$295.42 | \$3,105.79 |
| 379 | DS1 Arrangement - DSX | 28 DS1 (CLEC provides cable) | S8F2P | \$6.07 | \$486.89 |
| 380 | DS3 Arrangement - DCS | 1 DS3 (CLEC provides cable) | S8F21 | \$115.30 | \$1,809.40 |
| 381 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable) | S8F25 | \$5.69 | \$116.67 |
| 382 | Fiber Arrangement | 12 Fiber Pairs (CLEC provides cable) | S8F49 | \$3.76 | \$495.49 |
| 383 | | | | | |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|--|--------------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| | AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED | | | | |
| 384 | COMMON | | | | |
| 385 | REAL ESTATE | | | | |
| 386 | Site Conditioning | Per Bay | S8GCL | | \$92.81 |
| 387 | Safety & Security | Per Frame | S8GCN | | \$195.57 |
| 388 | Floor Space Usage | Per Linear Foot | S8GCO | \$24.87 | |
| 389 | COMMON SYSTEMS | | | | |
| 390 | Common Systems - Common | Per Linear Foot | S8GCP | \$3.62 | \$294.37 |
| 391 | PLANNING | | | | |
| 392 | Planning - Central Office | Per Linear Foot | S8GCC | \$0.44 | \$29.24 |
| 393 | Planning | Per Request | NRFCJ | | \$4,601.93 |
| 394 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | | \$2,267.04 |
| 395 | Planning - Subsequent Power Cabling | Per Request | NRFCF | | \$2,306.10 |
| 396 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCG | | \$2,884.60 |
| 397 | Planning - Non-Standard | Per Request | NRFCH | | \$1,436.00 |
| 398 | POWER PROVISIONING | | | | |
| 399 | Power Panel: | | | | |
| 400 | 50 Amp | Per Power Panel | S8GC8 | \$15.77 | \$3,079.47 |
| 401 | 200 Amp | Per Power Panel | S8GC9 | \$18.75 | \$3,659.46 |
| 402 | Power Cable and Infrastructure: | | | | |
| 403 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3A | \$5.83 | \$1,378.83 |
| 404 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8GC1 | \$7.74 | \$1,570.84 |
| 405 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3B | \$8.35 | \$1,700.70 |
| 406 | 2.40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3C | \$8.96 | \$1,830.56 |
| 407 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8GC2 | \$9.57 | \$1,954.85 |
| 408 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GC3 | \$11.39 | \$2,344.44 |
| 409 | Equipment Grounding: | | | | |
| 410 | Ground Cable Placement | Per Linear Foot | S8GDC | \$0.13 | \$5.93 |
| 411 | DC POWER AMPERAGE CHARGE | | | | |
| 412 | HVAC | Per 10 Amps | S8GCS | \$14.62 | |
| 413 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 414 | FIBER CABLE PLACEMENT | | | | |
| 415 | Central Office: | | | | |
| 416 | Fiber Cable | Per Fiber Cable Sheath | S8GDE | \$4.85 | \$1,619.88 |
| 417 | Entrance Conduit | Per Fiber Cable Sheath | S8GDD | \$8.76 | |
| 418 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 419 | MISCELLANEOUS COSTS | | | | |
| 420 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8GEK | \$0.08 | \$14.81 |
| 421 | Bits Timing | Per two circuits | S8GEJ | \$3.58 | \$698.82 |
| 422 | Space Availability Report | Per Premise | NRFCQ | | \$168.04 |
| 423 | Security Access / ID Cards | Per Five Cards | NRFCM | | \$123.35 |
| 424 | Security Access / ID Cards/Expedite | Per Five Cards | NRFCN | | \$203.35 |
| 425 | CAGE COMMON COSTS | | | | |
| 426 | Cage Preparation | Per Linear Foot | S8GCJ | \$1.00 | \$157.00 |
| 427 | INTERCONNECTION COSTS: | | | | |
| 428 | ILEC TO CLEC CONNECTION | | | | |
| 429 | Voice Grade Arrangement | 100 Copper Pairs | S8GD8 | \$4.92 | \$1,027.16 |
| 430 | Voice Grade Arrangement | 100 Shielded Pairs | S8GD9 | \$4.92 | \$1,027.16 |
| 431 | DS1 Arrangement - DCS | 28 DS1 | S8GDM | \$297.44 | \$3,613.06 |
| 432 | DS1 Arrangement - DSX | 28 DS1 | S8GDR | \$9.79 | \$1,346.48 |
| 433 | DS3 Arrangement - DCS | 1 DS3 | S8GDX | \$115.58 | \$2,181.58 |
| 434 | DS3 Arrangement - DSX | 1 DS3 | S8GD2 | \$7.14 | \$603.89 |
| 435 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | S8GEF | \$6.55 | \$1,779.78 |
| 436 | | | | | |
| 437 | CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL | | | | |
| 438 | REAL ESTATE | | | | |
| 439 | Site Conditioning | Per Frame | S8FX5 | | \$92.81 |
| 440 | Safety & Security | Per Frame | S8FX6 | | \$195.57 |
| 441 | Floor Space Usage | Per Frame | S8F62 | \$28.91 | |
| 442 | COMMON SYSTEMS | | | | |
| 443 | Common Systems - Standard | Per Frame | S8F64 | \$10.75 | |
| 444 | Common Systems - Non-Standard | Per Cabinet | S8F65 | \$19.36 | |
| 445 | PLANNING | | | | |
| 446 | Planning | Per Request | NRM99 | | \$5,555.76 |
| 447 | Planning - Subsequent Inter. Cabling | Per Request | NRMA3 | | \$2,224.49 |
| 448 | Planning - Subsequent Power Cabling | Per Request | NRMAA | | \$2,303.84 |
| 449 | Planning - Subs. Inter./Power Cabling | Per Request | NRMAX | | \$2,882.61 |
| 450 | POWER PROVISIONING | | | | |
| 451 | Power Cable and Infrastructure: | | | | |
| 452 | Power Cable Rack | Per Four Power Cables or Quad | NONE | | |
| 453 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (CLEC Provided) | C1F37 | \$0.52 | |
| 454 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (CLEC Provided) | S8GFO | \$0.52 | |
| 455 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (CLEC Provided) | C1F38 | \$0.52 | |
| 456 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (CLEC Provided) | C1F39 | \$0.52 | |
| 457 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (CLEC Provided) | S8GFP | \$0.52 | |
| 458 | Equipment Grounding: | | | | |
| 459 | Ground Cable Placement | Per Frame | S8F69 | \$0.36 | |

ATT - WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|--|--------|--------------------------------|--------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) |
| 460 | DC POWER AMPERAGE CHARGE | | | | |
| 461 | HVAC | Per 10 Amps | S8FXO | \$14.62 | |
| 462 | Per Amp | Per Amp | S8FXN | \$10.61 | |
| 463 | CEV, HUT & Cabinets | Per 2 inch mounting space | S8FXP | \$1.27 | |
| 464 | FIBER CABLE PLACEMENT | | | | |
| 465 | Central Office: | | | | |
| 466 | Fiber Cable | Per Fiber Cable Sheath | S8F8F | \$11.01 | \$1,971.42 |
| 467 | Entrance Conduit | Per Fiber Cable Sheath | S8F8G | \$8.17 | |
| 468 | CEV, HUT & Cabinets: | | | | |
| 469 | Fiber Cable Placement | Per Fiber Cable Sheath | S8FXQ | | \$53.58 |
| 470 | Entrance Conduit | Per Fiber Cable Sheath | S8FXR | \$2.61 | |
| 471 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 472 | MISCELLANEOUS COSTS | | | | |
| 473 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8FXT | \$0.08 | \$14.81 |
| 474 | Bits Timing | Per two circuits | S8FXS | \$3.58 | \$698.82 |
| 475 | VIRTUAL FRAME OPTIONS | | | | |
| 476 | Standard Equipment Bay | Each (CLEC Provided) | NONE | | |
| 477 | CEV, HUT, CABINET | | | | |
| 478 | 24 Foot CEV | 2 Inch Mounting Space | S8FXZ | \$1.64 | |
| 479 | 16 Foot CEV | 2 Inch Mounting Space | S8FY6 | \$1.77 | |
| 480 | Maxi-Hut | 2 Inch Mounting Space | S8FXX | \$0.77 | |
| 481 | Mini-Hut | 2 Inch Mounting Space | S8FXY | \$1.33 | |
| 482 | Large Cabinet | 2 Inch Mounting Space | S8FXU | \$1.63 | |
| 483 | Medium Cabinet | 2 Inch Mounting Space | S8FXV | \$2.19 | |
| 484 | Small Cabinet | 2 Inch Mounting Space | S8FXW | \$3.29 | |
| 485 | INTERCONNECTION COSTS: | | | | |
| 486 | ILEC TO CLEC CONNECTION | | | | |
| 487 | Voice Grade Arrangement | 100 Copper Pairs (CLEC provides cable) | S8F82 | \$3.86 | \$225.02 |
| 488 | Voice Grade Arrangement | 100 Shielded Pairs (CLEC provides cable) | S8F83 | \$3.86 | \$225.02 |
| 489 | DS1 Arrangement - DCS | 28 DS1 (CLEC provides cable) | S8F8X | \$295.42 | \$3,496.22 |
| 490 | DS1 Arrangement - DSX | 28 DS1 (CLEC provides cable) | S8F8Y | \$6.07 | \$651.13 |
| 491 | DS3 Arrangement - DCS | 1 DS3 (CLEC provides cable) | S8F8Z | \$115.30 | \$2,186.12 |
| 492 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable) | S8F81 | \$5.69 | \$204.42 |
| 493 | Fiber Arrangement | 12 Fiber Pairs (CLEC provides cable) | S8F84 | \$10.47 | \$152.71 |
| 494 | VIRTUAL TO VIRTUAL CONNECTION | | | | |
| 495 | Cable Racking and Hole for Optical | Per Cable | S8FY7 | \$0.90 | |
| 496 | Cable Racking and Hole for DS1 | Per Cable | S8FY8 | \$0.49 | |
| 497 | Cable Racking and Hole for DS3 | Per Cable | S8FY9 | \$0.35 | |
| 498 | Route Design | | NRLWF | | \$463.36 |
| 499 | Connection for DS1 | Per 28 Circuits (CLEC provides cable) | S8GFQ | \$0.41 | \$0.00 |
| 500 | Connection for DS3 | Per Circuit (CLEC provides cable) | S8GFR | \$0.27 | \$0.00 |
| 501 | Connection for Optical | Per Cable (CLEC provides cable) | S8GFS | \$0.81 | \$0.00 |
| 502 | PROJECT MANAGEMENT | | | | |
| 503 | CEV, HUT & CABINET | | | | |
| 504 | Project Coordination | Per CLEC Application Augment | NRFCCK | | \$631.17 |
| 505 | EQUIPMENT MAINTENANCE AND SECURITY ESCORT | | | | |
| 506 | CENTRAL OFFICE TYPE | | | | |
| 507 | Staffed CO During Normal Business Hours | Per 1/4 Hour | NRMHK | | \$15.15 |
| 508 | Staffed CO During Outside Normal Business Hours | 4 Hour Minium - Initial | NRMHN | | \$242.35 |
| 509 | Staffed CO During Outside Normal Business Hours | Per 1/4 Hour - Additional | NRMJ7 | | \$15.15 |
| 510 | Not Staffed CO/RT During Normal Business Hours | Per 1/4 Hour | NRMJ8 | | \$15.15 |
| 511 | Not Staffed CO/RT During Outside Normal Business Hours | 4 Hour Minium - Initial | NRMJ9 | | \$242.35 |
| 512 | Not Staffed CO/RT During Outside Normal Business Hours | Per 1/4 Hour - Additional | NRML7 | | \$15.15 |
| 513 | CEV, HUT & CABINET | | | | |
| 514 | Per Visit | 4 Hour Minium - Initial | NRMJ9 | | \$242.35 |
| 515 | Per Visit | Per 1/4 Hour - Additional | NRML7 | | \$15.15 |
| 516 | ADDITIONAL LABOR ELEMENTS | | | | |
| 517 | TRAINING | | | | |
| 518 | Communications Tech | Per 1/2 Hour | NRMCD | | \$39.21 |
| 519 | CO Manager | Per 1/2 Hour | NRME9 | | \$39.45 |
| 520 | Power Engineer | Per 1/2 Hour | NRMF9 | | \$38.47 |
| 521 | Equipment Engineer | Per 1/2 Hour | NRMHJ | | \$38.47 |
| 522 | EQUIPMENT EVALUATION COST | | | | |
| 523 | Equipment Engineer | Per 1/2 Hour | NRMO9 | | \$38.47 |
| 524 | TEST AND ACCEPTANCE | | | | |
| 525 | Communications Tech | Per 1/2 Hour | NRMP2 | | \$39.21 |
| 526 | | | | | |
| 527 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL | | | | |
| 528 | REAL ESTATE | | | | |
| 529 | Site Conditioning | Per Frame | S8FX5 | | \$92.81 |
| 530 | Safety & Security | Per Frame | S8FX6 | | \$195.57 |
| 531 | Floor Space Usage | Per Frame | S8FX1 | \$28.91 | |
| 532 | COMMON SYSTEMS | | | | |
| 533 | Common Systems - Standard | Per Frame | S8FX3 | \$10.75 | |
| 534 | Common Systems - Non-Standard | Per Frame | S8FX4 | \$19.36 | |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|--|-----------------------------------|--------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 535 | PLANNING | | | | |
| 536 | Planning | Per Request | NRM99 | | \$5,555.76 |
| 537 | Planning - Subsequent Inter. Cabling | Per Request | NRMA3 | | \$2,224.49 |
| 538 | Planning - Subsequent Power Cabling | Per Request | NRMAA | | \$2,303.84 |
| 539 | Planning - Subs. Inter./Power Cabling | Per Request | NRMAX | | \$2,882.61 |
| 540 | POWER PROVISIONING | | | | |
| 541 | Power Cable and Infrastructure: | | | | |
| 542 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3G | \$5.83 | \$1,378.83 |
| 543 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8FX7 | \$7.74 | \$1,570.84 |
| 544 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3H | \$8.35 | \$1,700.70 |
| 545 | 2.40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3J | \$8.96 | \$1,830.56 |
| 546 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8FX8 | \$9.57 | \$1,954.85 |
| 547 | Equipment Grounding: | | | | |
| 548 | Ground Cable Placement | Per Frame | S8FX9 | \$0.36 | |
| 549 | DC POWER AMPERAGE CHARGE | | | | |
| 550 | HVAC | Per 10 Amps | S8FXO | \$14.62 | |
| 551 | Per Amp | | S8FXN | \$10.61 | |
| 552 | CEV, HUT & Cabinets | Per 2 inch mounting space | S8FXP | \$1.27 | |
| 553 | FIBER CABLE PLACEMENT | | | | |
| 554 | Central Office: | | | | |
| 555 | Fiber Cable | Per Fiber Cable Sheath | S8F8F | \$11.01 | \$1,971.42 |
| 556 | Entrance Conduit | Per Fiber Cable Sheath | S8F8G | \$8.17 | |
| 557 | CEV, HUT & Cabinets: | | | | |
| 558 | Fiber Cable Placement | Per Fiber Cable Sheath | S8FXQ | | \$53.58 |
| 559 | Entrance Conduit | Per Fiber Cable Sheath | S8FXR | \$2.61 | |
| 560 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 561 | MISCELLANEOUS COSTS | | | | |
| 562 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8FXT | \$0.08 | \$14.81 |
| 563 | Bits Timing | Per two circuits | S8FXS | \$3.58 | \$698.82 |
| 564 | VIRTUAL FRAME OPTIONS | | | | |
| 565 | Standard Equipment Bay | Each | S8FX2 | \$22.19 | |
| 566 | CEV, HUT, CABINET | | | | |
| 567 | 24 Foot CEV | 2 Inch Mounting Space | S8FXZ | \$1.64 | |
| 568 | 16 Foot CEV | 2 Inch Mounting Space | S8FY6 | \$1.77 | |
| 569 | Maxi-Hut | 2 Inch Mounting Space | S8FXX | \$0.77 | |
| 570 | Mini-Hut | 2 Inch Mounting Space | S8FXY | \$1.33 | |
| 571 | Large Cabinet | 2 Inch Mounting Space | S8FXU | \$1.63 | |
| 572 | Medium Cabinet | 2 Inch Mounting Space | S8FXV | \$2.19 | |
| 573 | Small Cabinet | 2 Inch Mounting Space | S8FXW | \$3.29 | |
| 574 | INTERCONNECTION COSTS: | | | | |
| 575 | ILEC TO CLEC CONNECTION | | | | |
| 576 | Voice Grade Arrangement | 100 Copper Pairs | S8FXC | \$4.94 | \$1,481.37 |
| 577 | Voice Grade Arrangement | 100 Shielded Pairs | S8FXD | \$4.94 | \$1,481.37 |
| 578 | DS1 Arrangement - DCS | 28 DS1 | S8FXE | \$297.44 | \$4,067.27 |
| 579 | DS1 Arrangement - DSX | 28 DS1 | S8FXF | \$9.79 | \$1,800.69 |
| 580 | DS3 Arrangement - DCS | 1 DS3 | S8FXG | \$115.59 | \$2,635.79 |
| 581 | DS3 Arrangement - DSX | 1 DS3 | S8FXH | \$7.14 | \$1,058.10 |
| 582 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | S8FXJ | \$6.55 | \$1,996.19 |
| 583 | VIRTUAL TO VIRTUAL CONNECTION | | | | |
| 584 | Cable Racking and Hole for Optical | Per Cable | S8FY7 | \$0.90 | |
| 585 | Cable Racking and Hole for DS1 | Per Cable | S8FY8 | \$0.49 | |
| 586 | Cable Racking and Hole for DS3 | Per Cable | S8FY9 | \$0.35 | |
| 587 | Route Design | | NRML9 | | \$463.36 |
| 588 | Connection for DS1 | Per 28 Circuits | S8FXL | \$3.34 | \$930.53 |
| 589 | Connection for DS3 | Per Circuit | S8FXM | \$3.26 | \$706.77 |
| 590 | Connection for Optical | Per Cable | S8FXK | \$3.32 | \$1,095.09 |
| 591 | PROJECT MANAGEMENT | | | | |
| 592 | CEV, HUT & CABINET | | | | |
| 593 | Project Coordination | Per CLEC Application Augment | NRFCCK | | \$631.17 |
| 594 | EQUIPMENT MAINTENANCE AND SECURITY ESCORT | | | | |
| 595 | CENTRAL OFFICE TYPE | | | | |
| 596 | Staffed CO During Normal Business Hours | Per 1/4 Hour | NRMHK | | \$15.15 |
| 597 | Staffed CO During Outside Normal Business Hours | 4 Hour Minium - Initial | NRMHN | | \$242.35 |
| 598 | Staffed CO During Outside Normal Business Hours | Per 1/4 Hour - Additional | NRMJ7 | | \$15.15 |
| 599 | Not Staffed CO/RT During Normal Business Hours | Per 1/4 Hour | NRMJ8 | | \$15.15 |
| 600 | Not Staffed CO/RT During Outside Normal Business Hours | 4 Hour Minium - Initial | NRMJ9 | | \$242.35 |
| 601 | Not Staffed CO/RT During Outside Normal Business Hours | Per 1/4 Hour - Additional | NRML7 | | \$15.15 |
| 602 | CEV, HUT & CABINET | | | | |
| 603 | Per Visit | 4 Hour Minium - Initial | NRMJ9 | | \$242.35 |
| 604 | Per Visit | Per 1/4 Hour - Additional | NRML7 | | \$15.15 |
| 605 | ADDITIONAL LABOR ELEMENTS | | | | |
| 606 | TRAINING | | | | |
| 607 | Communications Tech | Per 1/2 Hour | NRMCD | | \$39.21 |
| 608 | CO Manager | Per 1/2 Hour | NRME9 | | \$39.45 |
| 609 | Power Engineer | Per 1/2 Hour | NRMF9 | | \$38.47 |
| 610 | Equipment Engineer | Per 1/2 Hour | NRMHJ | | \$38.47 |
| 611 | EQUIPMENT EVALUATION COST | | | | |
| 612 | Equipment Engineer | Per 1/2 Hour | NRMO9 | | \$38.47 |

ATT - WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|--|-------|--------------------------------|--------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) |
| 613 | TEST AND ACCEPTANCE | | | | |
| 614 | Communications Tech | Per 1/2 Hour | NRMP2 | | \$39.21 |
| 615 | | | | | |
| | CLEC-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 616 | ADJACENT ON-SITE | | | | |
| 617 | PLANNING | | | | |
| 618 | Planning - Initial | Per Request | NRFA1 | | \$9,268.73 |
| 619 | Planning - Subsequent | Per Request | NRFA2 | | \$1,606.77 |
| 620 | REAL ESTATE | | | | |
| 621 | Land Rental | Per Square Foot | S8GEN | \$0.44 | |
| 622 | POWER PROVISIONING | | | | |
| 623 | Power Cable and Infrastructure: | | | | |
| 624 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (CLEC provides cable) | NONE | | |
| 625 | 2-200 Amp Feeds | Per 2-200 Amp Power Feeds (CLEC provides cable) | NONE | | |
| 626 | 2-300 Amp Feeds | Per 2-300 Amp Power Feeds (CLEC provides cable) | NONE | | |
| 627 | 2-400 Amp Feeds | Per 2-400 Amp Power Feeds (CLEC provides cable) | NONE | | |
| 628 | AC Service: | | | | |
| 629 | Extension of 100 Amp AC Service (Opt.) | Per Request | NRFCW | | \$6,447.00 |
| 630 | AC Usage | Per KWH | S8GEO | \$0.05 | |
| 631 | DC POWER AMPERAGE CHARGE | | | | |
| 632 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 633 | FIBER CABLE PLACEMENT | | | | |
| 634 | Fiber Installation | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8GF4 | \$2.13 | \$488.48 |
| 635 | Entrance Fiber Racking | Per Rack/Conduit Duct | S8GDG | \$1.55 | |
| 636 | CABLE RACK | | | | |
| 637 | DC Power Cable Rack | Per Rack | S8GEP | \$13.64 | \$2,667.22 |
| 638 | Fiber Cable Rack | Per Rack | S8GEQ | \$20.63 | |
| 639 | Interconnection Arrangement (Copper) Racking | Per Rack | S8GER | \$30.63 | |
| 640 | CONDUIT PLACEMENT | | | | |
| 641 | DC Power Cable Rack | Per Rack | S8GES | | \$7,386.71 |
| 642 | Fiber Cable Rack | Per Rack | S8GET | | \$4,711.89 |
| 643 | Interconnection Arrangement (Copper) Racking | Per Rack | S8GEU | | \$5,545.50 |
| 644 | INTERCONNECTION COSTS: | | | | |
| 645 | ILEC TO CLEC CONNECTION | | | | |
| 646 | Voice Grade Arrangement | 100 Copper Pairs (CLEC provides cable) | S8F3G | \$3.86 | \$156.02 |
| 647 | Voice Grade Arrangement | 100 Shielded Pairs (CLEC provides cable) | S8FVV | \$3.86 | \$156.02 |
| 648 | DS1 Arrangement - DCS | 28 DS1 (CLEC provides cable) | S8F2L | \$295.42 | \$3,105.79 |
| 649 | DS1 Arrangement - DSX | 28 DS1 (CLEC provides cable) | S8F2R | \$6.07 | \$486.89 |
| 650 | DS3 Arrangement - DCS | 1 DS3 (CLEC provides cable) | S8F23 | \$115.30 | \$1,809.40 |
| 651 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable) | S8F27 | \$5.69 | \$116.67 |
| 652 | Fiber Arrangement | 12 Fiber Pairs (CLEC provides cable) | S8F3N | \$3.76 | \$495.49 |
| 653 | | | | | |
| | AT&T-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 654 | ADJACENT ON-SITE | | | | |
| 655 | PLANNING | | | | |
| 656 | Planning - Initial | Per Request | NRFA1 | | \$9,268.73 |
| 657 | Planning - Subsequent | Per Request | NRFA2 | | \$1,606.77 |
| 658 | REAL ESTATE | | | | |
| 659 | Land Rental | Per Square Foot | S8GEN | \$0.44 | |
| 660 | POWER PROVISIONING | | | | |
| 661 | Power Cable and Infrastructure: | | | | |
| 662 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GC4 | \$13.84 | \$7,853.86 |
| 663 | 2-200 Amp Feeds | Per 2-200 Amp Power Feeds | S8GC5 | \$13.84 | \$14,584.00 |
| 664 | 2-300 Amp Feeds | Per 2-300 Amp Power Feeds | S8GC6 | \$13.84 | \$20,338.00 |
| 665 | 2-400 Amp Feeds | Per 2-400 Amp Power Feeds | S8GC7 | \$13.84 | \$28,143.00 |
| 666 | AC Service: | | | | |
| 667 | Extension of 100 Amp AC Service (Opt.) | Per Request | NRFCW | | \$6,447.00 |
| 668 | AC Usage | Per KWH | S8GEO | \$0.05 | |
| 669 | DC POWER AMPERAGE CHARGE | | | | |
| 670 | Per Amp | Per Amp | S8GCR | \$10.61 | |
| 671 | FIBER CABLE PLACEMENT | | | | |
| 672 | Fiber Installation | Per Fiber Cable Sheath | S8GDF | \$2.13 | \$976.96 |
| 673 | Entrance Fiber Racking | Per Rack/Conduit Duct | S8GDG | \$1.55 | |
| 674 | CABLE RACK | | | | |
| 675 | DC Power Cable Rack | Per Rack | S8GEP | \$13.64 | \$2,667.22 |
| 676 | Fiber Cable Rack | Per Rack | S8GEQ | \$20.63 | |
| 677 | Interconnection Arrangement (Copper) Racking | Per Rack | S8GER | \$30.63 | |
| 678 | CONDUIT PLACEMENT | | | | |
| 679 | DC Power Cable Rack | Per 2-Duct | S8GES | | \$7,386.71 |
| 680 | Fiber Cable Rack | Per 1-Duct | S8GET | | \$4,711.89 |
| 681 | Interconnection Arrangement (Copper) Racking | Per 2-Duct | S8GEU | | \$5,545.50 |
| 682 | INTERCONNECTION COSTS: | | | | |
| 683 | ILEC TO CLEC CONNECTION | | | | |
| 684 | Voice Grade Arrangement | 100 Copper Pairs | S8GEA | \$6.19 | \$1,371.93 |
| 685 | Voice Grade Arrangement | 100 Shielded Pairs | S8GEB | \$6.19 | \$1,371.93 |
| 686 | DS1 Arrangement - DCS | 28 DS1 | S8GDN | \$439.98 | \$2,341.45 |
| 687 | DS1 Arrangement - DSX | 28 DS1 | S8GDS | \$35.04 | \$2,341.45 |
| 688 | DS3 Arrangement - DCS | 1 DS3 | S8GDY | \$242.36 | \$598.33 |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|--|-------|--------------------------------|---------------------------------------|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 689 | DS3 Arrangement - DSX | 1 DS3 | S8GD3 | \$12.36 | \$598.33 |
| 690 | Fiber Arrangement | 12 Fiber Pairs(24 Fiber Strands) | S8GEG | \$8.25 | \$3,751.22 |
| 691 | | | | | |
| | CLEC-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 692 | ADJACENT OFF-SITE | | | | |
| 693 | PLANNING | | | | |
| 694 | Planning | Per Request | NRFA3 | | \$1,254.32 |
| 695 | CONDUIT | | | | |
| 696 | Conduit Space | Per Innerduct | S8GEW | \$1.17 | |
| 697 | INTERCONNECTION COSTS: | | | | |
| 698 | ILEC TO CLEC CONNECTION | | | | |
| 699 | Voice Grade/DS0 Arrangement | 900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable) | S8GF5 | \$311.43 | |
| 700 | DS1 Arrangement - DCS | 28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable) | S8GF6 | \$439.96 | |
| 701 | DS1 Arrangement - DSX | 28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable) | S8GF7 | \$35.03 | |
| 702 | DS1 Arrangement - MDF | 450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable) | S8GF8 | \$311.43 | |
| 703 | Fiber Arrangement | 12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable) | S8GF9 | \$9.02 | |
| 704 | | | | | |
| | AT&T-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 705 | ADJACENT OFF-SITE | | | | |
| 706 | PLANNING | | | | |
| 707 | Planning | Per Request | NRFA3 | | \$1,254.32 |
| 708 | CONDUIT | | | | |
| 709 | Conduit Space | Per Innerduct | S8GEW | \$1.17 | |
| 710 | INTERCONNECTION COSTS: | | | | |
| 711 | ILEC TO CLEC CONNECTION | | | | |
| 712 | Voice Grade/DS0 Arrangement | 900 DS0 | S8GEC | \$311.43 | \$485.31 |
| 713 | DS1 Arrangement - DCS | 28 DS1 | S8GDO | \$439.96 | \$1,830.99 |
| 714 | DS1 Arrangement - DSX | 28 DS1 | S8GDT | \$35.03 | \$1,830.99 |
| 715 | DS1 Arrangement - MDF | 450 DS1 | S8GDU | \$311.43 | \$485.31 |
| 716 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | S8GEH | \$9.02 | \$3,370.20 |
| 717 | | | | | |
| 718 | RATES AND CHARGES FOR | | | | |
| 719 | COMPLETE SPACE DISCONTINUANCE | | | | |
| 720 | Application Fee | Per Request | NRFX1 | | \$503.95 |
| 721 | Project Management Fee – Complete Space Discontinuance | Per Request | NRFX2 | | \$2,883.10 |
| 722 | Remove Fiber Jumpers | Per linear foot | NRFX3 | | \$18.79 |
| 723 | Remove Fiber Cables | Per linear foot | NRFX4 | | \$14.43 |
| 724 | Remove VF/DS0 Cable | Per linear foot | NRFX5 | | \$2.60 |
| 725 | Remove DS1 Cable | Per linear foot | NRFX6 | | \$4.89 |
| 726 | Remove DS3 Cable (Coax) | Per linear foot | NRFX7 | | \$3.57 |
| 727 | Remove Timing Cable | Per Request | NRFX8 | | \$9.64 |
| 728 | Remove Power Cable-50AMP feed & below | Per linear foot | NRFX9 | | \$24.76 |
| 729 | Remove Power Cable-100AMP feed & above | Per linear foot | NRFXA | | \$22.73 |
| 730 | Remove Cage Grounding Material | Each grounding lead & ground bar | NRFXB | | \$1,462.85 |
| 731 | Remove Fiber Entrance Cable | Per cable removal job | NRFXC | | \$1,664.00 |
| 732 | Infrastructure Maps & Records | Per cable removal job | NRFXD | | \$104.00 |
| 733 | Engineering Work Order | Per cable removal job | NRFXE | | \$104.00 |
| 734 | Work Group Information Distribution | Per cable removal job | NRFXF | | \$104.00 |
| 735 | Restore Floor Tile – per Standard Bay | Per Standard Bay | NRFXG | | \$71.79 |
| 736 | Floor Restoration Contractor Trip Charge | Per trip | NRFXH | | \$144.63 |
| 737 | Restore Floor Tile | Per Non-Standard Bay | NRFXJ | | \$81.53 |
| 738 | | | | | |
| 739 | RATES AND CHARGES FOR | | | | |
| 740 | SPACE REASSIGNMENT/RESTENCILING | | | | |
| 741 | Application Fee | Per Request | NRFXK | | \$503.95 |
| 742 | Project Management Fee – Space Reassignment | Per Request | NRFXL | | \$2,883.10 |
| 743 | Restencil DS0/DSL Block | Per 100 pair block | NRFXM | | \$15.33 |
| 744 | Restencil DS1 Block | Per 28 DS1s | NRFXN | | \$6.02 |
| 745 | Restencil DS3 Coax Cable | Per cable | NRFXO | | \$4.90 |
| 746 | Restencil Fiber Cable Block | Per 12 pair cable | NRFXP | | \$91.95 |
| 747 | Restencil Fiber Jumper Block | Per 4 jumpers | NRFXQ | | \$61.30 |
| 748 | Restencil Power and tag cables | Per 1-4 feeds | NRFXR | | \$107.28 |
| 749 | Restencil Timing Source and tag cable | Per cable | NRFXS | | \$122.60 |
| 750 | Timing Record Book Update | Per element | NRFLT | | \$45.98 |
| 751 | Interconnection Records Update | Per element | NRFXU | | \$296.61 |
| 752 | Power Records Update | Per element | NRFXV | | \$355.94 |
| 753 | Vendor Engineering | Per Space Reassignment job | NRFXW | | \$711.88 |
| 754 | | | | | |
| 755 | RATES AND CHARGES FOR | | | | |
| 756 | POWER REDUCTION (CABLE REMOVAL) | | | | |
| 757 | Application Fee | Per Request | NRFXX | | \$503.95 |
| 758 | Project Management Fee – Power Reduction(cable removal) | Per Request | NRFXY | | \$2,220.45 |
| 759 | Remove Power Cable-50AMP feed & below | Per linear foot | NRFXZ | | \$24.76 |
| 760 | Remove Power Cable-100AMP feed & above | Per linear foot | NRFY1 | | \$22.73 |

ATT- WISCONSIN
COLLOCATION RATE SUMMARY
February 13, 2006

ATT WISCONSIN/DIECA COMMUNICATIONS, INC.
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|--|----------------------------|-------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Current Monthly Recurring Rate | Current Non- Recurring Rate (Initial) |
| 761 | | | | | |
| 762 | RATES AND CHARGES FOR | | | | |
| 763 | POWER REDUCTION (REFUSING ONLY) | | | | |
| 764 | Application Fee | Per Request | NRFY2 | | \$503.95 |
| 765 | Project Management Fee – Power Refusing Only | 50AMP A&B feeds & below | NRFY3 | | \$1,562.80 |
| 766 | Project Management Fee – Power Refusing Only | 100AMP A&B feeds & above | NRFY4 | | \$2,004.57 |
| 767 | Power Fuse Reductions on Company BDFB | 50AMP A&B feeds & below | NRFY5 | | \$367.81 |
| 768 | Restencil Power and tag cables | Per 1-4 feeds | NRFY6 | | \$107.28 |
| 769 | Power Records Update | Per element | NRFY7 | | \$355.94 |
| 770 | Vendor Engineering | Per Space Reassignment job | NRFY8 | | \$711.88 |
| 771 | Power Fuse Reductions on Power Board | 100AMP A&B feeds & above | NRFY9 | | \$490.41 |
| 772 | Restencil Power and tag cables | Per 1-4 feeds | NRFYA | | \$107.28 |
| 773 | Power Records Update | Per element | NRFYB | | \$355.94 |
| 774 | Vendor Engineering | Per Space Reassignment job | NRFYC | | \$711.88 |
| 775 | | | | | |
| 776 | RATES AND CHARGES FOR | | | | |
| 777 | INTERCONNECTION TERMINATION REDUCTION | | | | |
| 778 | Application Fee | Per Request | NRFYD | | \$503.95 |
| 779 | Project Management Fee – Interconnection Cable Reduction | Per Request | NRFYE | | \$2,441.33 |
| 780 | Remove VF/DS0 Cable | Per linear foot | NRFYF | | \$2.60 |
| 781 | Remove DS1 Cable | Per linear foot | NRFYG | | \$4.89 |
| 782 | Remove DS3 Cable (Coax) | Per linear foot | NRFYH | | \$3.57 |
| 783 | Remove Fiber Cables | Per linear foot | NRFYJ | | \$14.43 |
| 784 | Remove Fiber Jumpers | Per linear foot | NRFYK | | \$18.79 |
| 785 | | | | | |