

20.2.2.1.2 **SBC-13STATE** 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., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. 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 20.2.2.1.4.5 following. The Collocator may 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.

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

20.2.2.1.4 If the Collocator elects to install, or requests that **SBC-13STATE** 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 Section 20.21.3 following applies.

20.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

20.2.2.1.4.2 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

20.2.2.1.4.3 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

20.2.2.1.4.4 Safety and Security, per square foot

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This charge represents reasonable costs incurred by **SBC-13STATE** 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 **SBC-13STATE** 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

#### 20.2.2.1.4.5 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 of this Appendix.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

#### 20.2.2.1.4.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

#### 20.2.2.2 Cageless Collocation

20.2.2.2.1 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 **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

20.2.2.2.2 **SBC-13STATE** 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 SBC-13STATE premises will be responsible only for its 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.

#### 20.2.2.2.2.1 Floor Space Charges

Consists of the following elements for a standard bay configuration

- Construction costs
- Operating costs

#### 20.2.2.2.2.2 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

#### 20.2.2.2.2.3 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
- Bay and aisle lights
- 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

#### 20.2.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by SBC-13STATE 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 SBC-13STATE equipment

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- 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

#### 20.2.2.3 Caged Common Collocation in **SBC-13STATEs**

20.2.2.3.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

20.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

20.2.2.3.3 **SBC-13STATE** will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

20.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in **SBC-13STATE**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

20.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary of this Appendix.

20.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

##### 20.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**.

- Construction costs

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- Operating costs

#### 20.2.2.3.6.2 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
- 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

#### 20.2.2.3.6.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

#### 20.2.2.3.6.3 Safety and Security

This charge represents reasonable costs incurred by **SBC-13STATE** to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** 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

20.2.2.3.6.3.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for

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both an interior security partition to separate SBC-13STATE's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

#### 20.2.2.3.6.4 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in Section 21.3.1 following:

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

#### 20.2.2.3.6.5 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

### 20.2.3 DC Power Amperage Charge

20.2.3.1 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 CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs), but SBC 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, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

#### 20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 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 in attached pricing schedule.

### 20.2.4 DC Power Arrangement Provisioning

20.2.4.1 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 nonrecurring and monthly rate for either 2-20 AMP, 2-30 AMP, 2-40 AMP, 2-50 AMP, or 2-100 AMP feeds.

**20.2.5 DC Power Panel (Maximum 50 AMP)(Optional)**

20.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SBC-13STATE.

**20.2.6 DC Power Panel (Maximum 200 AMP)(Optional)**

20.2.6.1 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 SBC-13STATE technical support. This rate element may be provided by SBC-13STATE.

**20.2.7 Eligible Structure Ground Cable Arrangement, Each**

20.2.7.1 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.

**20.2.8 Security Cards**

20.2.8.1 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 of this Appendix. SBC-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website <https://clec.sbc.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 SBC-13STATE will issue the access and/or ID cards as soon as reasonably practical.

**20.2.9 Standard Frame or Cabinet, Each (Optional)**

20.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC-13STATE or may request that SBC-13STATE provide and install the bay or cabinet in the cageless space only. If the Collocator elects for SBC-13STATE to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by SBC-13STATE, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SBC-13STATE facilities, previously referred to as "Point of Termination (POT) bay."

**20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath**

20.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC-13STATE designated manhole and the cable vault of the Eligible Structure.

**20.2.11 Entrance Fiber Charge, Per Cable Sheath**

20.2.11.1 The Entrance Fiber Charge reflects the time interval spent by SBC-13STATE in pulling the Collocator's cable facilities from SBC-13STATE designated manhole, through SBC-13STATE cable vault and through SBC-13STATE cable support structure to the Collocator's equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

20.2.12.1.1.1 SBC-13STATE-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC-13STATE network. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC-13STATE'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 of this Appendix.

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

20.2.12.1.2.1 SBC-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC-13STATE network. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC-13STATE'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 of this Appendix.

20.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

20.2.12.1.3.1 SBC-13STATE provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and SBC-13STATE network. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

20.2.13 Optical Circuit Arrangement

20.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to SBC-13STATE network. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

20.2.14.1 SBC-13STATE provided single signal from SBC-13STATE timing source to provide synchronization between a Collocator's single network element and SBC-13STATE's equipment.

20.2.15 Timing Interconnection Arrangement (Optional)



20.2.15.1 Timing lead (1 pair) of wires provided by SBC-13STATE to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay.

20.2.16 Collocation Availability Space Report Fee

20.2.16.1 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 SBC-13STATE is undertaking to make additional space available for collocation.

20.2.17 Pre-visits

20.2.17.1 General Applications

20.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC-13STATE 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 SBC-13STATE's Eligible Structures must submit its request in writing ten (10) business days in advance. 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 SBC-13STATE site-specific drawings or make any notations.

20.2.17.1.2 For pre-visits, SBC-13STATE will limit the number of SBC-13STATE employees attending the pre-visit to one of SBC-13STATE's employee, unless a different number of SBC-13STATE employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator 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 SBC-13STATE employees spend traveling and will be based on fifteen-minute increments.

20.2.18 Construction Inspections

20.2.18.1 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 Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

20.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Eligible Structure, SBC-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the

Collocator elect to have **SBC-13STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

#### 20.2.19.2 Adjacent On-site Planning Fee

20.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **SBC-13STATE** on an Adjacent On-site initial or subsequent 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.

#### 20.2.20 Adjacent Off-site Arrangement

##### 20.2.20.1 Adjacent Off-site Structure Arrangements

20.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in Section 2.0. of this Appendix and as described in Section 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, **SBC-13STATE** 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 **SBC-13STATE**'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 as found in the Collocation Rate Summary of this Appendix.

##### 20.2.20.2 Planning Fee Adjacent Off-site Arrangement

20.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **SBC-13STATE** on Adjacent Off-site initial or subsequent 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 of this Appendix.

#### 20.2.21 Conduit Space for Adjacent Off-site Arrangement

20.2.21.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

#### 20.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

20.2.22.1 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.

#### 20.2.23 Miscellaneous Charges (Optional)

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

20.2.24 Collocation to Collocation Connection

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

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 This rate element is for **SBC-13STATE** 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.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 This rate element is for **SBC-13STATE** 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.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 This rate element is for **SBC-13STATE** 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.

20.2.24.1.4 Cable Racking and Hole

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

20.2.24.1.5 Route Design

20.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

**21. RATES AND CHARGES – ILEC PRICING SCHEDULE (See the Collocation Rate Summary of this Appendix)**

**22. CDOW (**SBC-13STATE**s DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES**

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, or when **SBC-13STATE** does not install the interconnection or power cabling 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 cabling related, See Section 20.2.9 and Section 22.4.1, within this Appendix.

22.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** 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 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 22.2 below. If Collocator selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** 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 in Section 22.3 (1-7). The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

- 22.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by using an **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. 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 22.1 above. Intervals and provisioning for this option are found in Section 22.3 (1-7). The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and facilities.

22.3 Interval (Collocator Installs Interconnection and Power Cabling)

- 22.3.1 The intervals set forth in this Section 22.3 apply only when **SBC-13STATE** does not install the interconnection or power cabling. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

- 22.3.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory

response in writing from the Collocator with applicable fees. To complete the provisioning interval of a collocation arrangement **SBC-13STATE** will finish construction in accordance with Collocator's application and turn space over to Collocator.

- 22.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by **SBC-13STATE** 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.

22.3.3.1 The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** 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 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                                                                    |

22.3.3.2 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, subject to section 6.1.10, 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 metering area, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

22.3.3.3 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.

- 22.3.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) and Cable Facilities Assignments (CFA) will be provided to the Collocator by **SBC-13STATE**.

22.3.5 The Collocator may request the following items as an interconnection cabling Augment, the Collocator must submit a complete and accurate Physical Collocation Application:

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

22.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the staggering intervals, provided in table 2 below.

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

22.3.5.3 The delivery interval for the above Augments is determined by **SBC-13STATE** 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.

22.3.5.4 The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** 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 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                                                                     | 35 calendar days                                                                              |
| 11- 20                                                                     | 60 calendar days                                                                     | 65 calendar days                                                                              |

22.3.5.5 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 application 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 **SBC-13STATE** 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.

22.3.6 For all Augments other than provided above, SBC-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. This interval shall not be greater than an applicable interval offered on an initial application

22.3.7 Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE's receipt of the confirmatory response in writing 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 Collocator and/or vendor to provide floor plans of space and the preliminary route design for the placements and measurements of interconnection and power cabling.

22.3.8 During SBC-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, SBC-13STATE will notify the Collocator that their vendors or contractors will be allowed to do work in parallel with SBC-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication for installation of equipment and facilities. ASI's approved vendor may gain access to their assigned space during the parallel work, pursuant to SBC-13-STATES's security access requirements in Section 13 of this Appendix.

## 22.4 Rates Elements for SBC-13STATE Central Offices: Collocator Doing Own Work:

### 22.4.1 Caged Collocation

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

### 22.4.2 DC Power Arrangement Provisioning

22.4.2.1 When the Collocator selects the option to provide and install its power cable by a SBC-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC-13STATE Battery Distribution Fuse Bay or Power Plant Primary Distribution, but SBC-13STATE 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 SBC-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

### 22.4.3 Entrance Fiber Optic Cable Arrangement

22.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC-13STATE observation, through SBC-13STATE cable vault to the Collocator's equipment with SBC-13STATE approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but SBC-13STATE approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

### 22.4.4 DS0 Voice Grade Interconnection Cable Arrangement

- 22.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an **SBC-13STATE** approved 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 **SBC-13STATE** approved 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 of this Appendix.
- 22.4.5 DS-1 Interconnection Cable Arrangement to DCS
- 22.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 **SBC-13STATE** approved 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 of this Appendix.
- 22.4.6 DS-1 Interconnection Cable Arrangement to DSX
- 22.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 **SBC-13STATE** approved 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 of this Appendix.
- 22.4.7 DS-3 Interconnection Cable Arrangement to DCS
- 22.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 22 (G).
- 22.4.8 DS-3 Interconnection Cable Arrangement to DSX
- 22.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 **SBC-13STATE** approved 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 of this Appendix.
- 22.4.9 Fiber Interconnection Cable Arrangement
- 22.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 **SBC-13STATE** approved 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 of this Appendix.
- 22.4.10 Collocation to Collocation Connection
- 22.4.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.



**22.4.10.1.1 Fiber Cable**

22.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 of this Appendix.

**22.4.10.1.2 Copper Cable**

22.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved 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 of this Appendix.

**22.4.10.1.3 Coax Cable**

22.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

**22.4.10.1.4 Cable Racking and Hole**

22.4.10.1.4.1 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 in the Collocation Rate Summary of this Appendix.

**22.4.10.1.5 Route Design**

22.4.10.1.5.1 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 of this Appendix.

# 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 SBC-13STATE 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 SBC-13STATE's Lawful Unbundled Network Elements ("Lawful 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 CLEC will obtain Virtual Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any SBC-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, SBC-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
  - 1.3.1 In all of SBC-13STATE's premises, SBC-13STATE will offer Virtual Collocation wherein SBC-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 18 of this Appendix.
  - 1.3.2 In Controlled Environmental Vault (CEVs), 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 14 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC-13STATE 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 14, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC-13STATE 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 14 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 SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC-13STATE-provided Lawful UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SBC-13STATE-provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to the Collocator wants to gain access to using Virtual Collocation can be found in the Collocator's Agreement with SBC-13STATE.

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- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's Central Offices is contained in 19.36.1. (Rate Elements for SBC-13STATE Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for SBC-13STATE CEVs, Huts and Cabinets).
- 1.7 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Virtually collocated equipment is available as follows:
- 1.7.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below in 10.9.1 and the equipment conforming to industry safety standards as described in SBC-13STATE's Technical Publication <https://dec.sbc.com/dec>.
- 1.7.2 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 SBC-13STATE under 47.U.S.C. § 251(c)(2) or for accessing SBC-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" shall have the meaning set forth in the Act and any rules promulgated thereunder, and any applicable state law (provided it is necessary to further competition in the provision of telephone exchange service or exchange access and is not inconsistent with Section 251 or the FCC's regulations to implement Section 251).
- 1.7.3 Nothing herein shall require SBC-13STATE to permit collocations of equipment used solely for switching or solely to provide enhanced services
- 1.7.4 In addition, SBC-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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."
- 1.7.5 Multifunctional Equipment is deemed necessary for interconnection or access to SBC-13STATE UNEs if the primary purpose and function of the equipment, as Collocator seeks to deploy it, falls within the definitions of "necessary" provided in Section 9.1.1 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more SBC-13STATE UNEs, there must be a logical nexus between the additional functions the equipment would perform and the telecommunications services Collocator seeks to provide to its customers by means of the interconnection or SBC-13STATE UNE(s). The collocation of those functions of the equipment that, as stand-alone functions, do not fall within the definitions of "necessary" provided in Section 9.1.1 above must not cause the equipment to significantly increase the burden on the Eligible Structure.
- 1.7.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes.
- 1.7.7 SBC-13STATE 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 SBC-13STATE and Collocator mutually agree to such placement, in SBC-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

- 1.7.8 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"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in SBC-13STATE or (2) requested by Collocator and accepted by SBC-13STATE 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)). SBC-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.7.9 All types of network equipment placed in SBC-13STATE network equipment areas of Eligible Structures by SBC-13STATE or Collocator must meet SBC-13STATE 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 SBC-13STATE) 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 SBC-13STATE and its contractors when engineering and installing equipment.
- 1.7.10 In the event that SBC-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment which SBC-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.
- 1.7.11 In the event SBC-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful 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, SBC-13STATE 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.
- 1.7.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE'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 1.9.3 of this Appendix.

- 1.8 A Collocator may arrange for an approved 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 SBC-13STATE chooses to have its personnel present when the CLEC equipment is installed, then SBC-13STATE's presence will be at its own expense. However, if SBC-13STATE 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 SBC-13STATE.
- 1.9 Federal Telecommunications Act of 1996
  - 1.9.1 SBC-13STATE provides Virtual Collocation for interconnection to SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access and for access to SBC-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c).
  - 1.9.3 In addition, the following terms and conditions contained in SBC-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.2- Contact Numbers, Section 4.3 -Trouble Status Reports, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4- Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section .9.7- Alterations, Section 11-Re-entry.
- 1.10. Pursuant to 47CFR 51.323 f(5) SBC-13STATE shall relinquish any space held for future use before denying Collocator's request for Virtual Collocation on grounds of space limitations, unless SBC-13STATE proves to the state commission that virtual collocation at that point is not technically feasible.

## 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** - An Interconnection Arrangement that is available when Physical Collocation Space within an SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent (On-Site) space is not within 50 sq. ft. of the Eligible Structure's outside perimeter wall. The Collocator has the option and SBC 13STATE shall permit an Adjacent Off-site Arrangement, to the extent technically feasible and when the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Eligible Structure.

- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-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 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).
- 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 **SBC-13STATE** Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to **SBC-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'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 **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** 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 **SBC-13STATE**'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 6.2 of this Appendix. In making this determination, **SBC-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** 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. **SBC-13STATE** 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 Lawful UNEs of SBC-13STATE's network.

### 3. PROVISIONING

- 3.1 Virtual collocation for Interconnection to SBC-13STATE or access to SBC-13STATE-provided Lawful UNEs is ordered pursuant to this Appendix and as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocator.
- 3.2 SBC-13STATE 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 customer will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to SBC-13STATE's Lawful UNEs. The customer 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 SBC-13STATE property. Suitable replacements are to be immediately provided to SBC-13STATE 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 SBC-13STATE central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.
- 4.4 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's SBC-13STATE Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 4.4.6 of this Appendix.
- 4.4.1 Once when beginning the initial equipment installation.
  - 4.4.2 Once during the middle of the equipment installation.
  - 4.4.3 Once at turn-up completion of such equipment installation.
  - 4.4.4 Two (2) general visit per calendar year.
  - 4.4.5 Additional mutually agreed upon visits, as needed. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a quality inspection on the installed equipment completed by the Collocator's SBC-13STATE Approved Vendor prior to turn-up, and to address engineering complaints.)

- 4.4.6 These visits must be arranged four (4) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section X, "Mean Time to Respond Interval".

## 5. COOPERATIVE RESPONSIBILITIES

- 5.1 SBC-13STATE 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 SBC-13STATE on anticipated additional Virtual Collocation requirements,
  - 5.1.6 To the extent known, the Collocator is encouraged to provide SBC-13STATE with a listing of the equipment types that they plan to virtually collocate in SBC-13STATE's Central Offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SBC-13STATE 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, SBC-13STATE will begin development of the quotation. SBC-13STATE 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, SBC-13STATE 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:

| <u>Number of Applications</u><br><u>By One Collocator</u><br><u>Within a Metering Area</u> | <u>Quotations Interval</u> |
|--------------------------------------------------------------------------------------------|----------------------------|
| 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 a metering area, 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 SBC-13STATE 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 **SBC-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.

6.1.7 If the interconnector fails to respond within the forty-five (45) calendar day interval, should the interconnector 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, **SBC-13STATE** 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, untermiated 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**

| <u>Type</u> | <u>Description</u>       | <u>Interval</u>  | <u>Exception</u>                                          |
|-------------|--------------------------|------------------|-----------------------------------------------------------|
| Virtual     | Active Collocation space | 90 calendar days | With <b>SBC-13STATE</b> 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), **SBC-13STATE** 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, **SBC-13STATE** 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, untermiated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** 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 **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or 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.

#### 6.2.7 Test and Acceptance

6.2.7.1 Collocator and SBC-13STATE will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's SBC-13STATE Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at SBC-13STATE expense.

6.2.7.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator may schedule a pre-performance quality inspection visit with the LOC as specified in Section 11 MTRI. Pursuant to 1.23, the Collocator is responsible for inspecting the installation to assure compliance with technical publication specifications. This visit shall be scheduled to take place within four (4) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the inspection that the installation is not compliant with specifications, Collocator may schedule an additional inspection after corrective work has been performed. As needed, Collocator shall be responsible for coordination with its SBC-13STATE Approved Vendor to be at the site for the inspection, acceptance testing and, when necessary, corrective work.

6.2.7.3. Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, SBC-13STATE will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

6.2.7.4 All installations of equipment must be in accordance with the SBC-13STATE TP76300MP standards and requirements for equipment and facility installations and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional inspection after corrective work has been performed.

6.2.8. Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE'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 Collocator and/or vendor to provide floor plans of space and the document the preliminary route design for the placements and measurements of interconnection and power cabling.

### 6.3 Installation of Virtual Collocation Equipment

- 6.3.1 **SBC-13STATE** 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 **SBC-13STATE** 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 an approved SBC-13STATE vendor for the Collocator. The Collocator will have the authority to select approved 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 **SBC-13STATE** 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, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 **SBC-13STATE** will provide TIRKS and/or SWITCH Cable Facilities Assignments (CFA) of actual point of termination/connection facilities assignment (APOT/CFA) to the CLECs by date of the 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
- accelerating the project schedule
- 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 **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments. This interval shall not be greater than an applicable interval offered on an initial application.

## 7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to **SBC-13STATE** 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 **SBC-13STATE** 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 customer. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets and are applicable for all repairs performed by **SBC-13STATE** on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide **SBC-13STATE** 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, **SBC-13STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

8.4 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

8.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator and/or its **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges for the Vendor will not apply.

## 9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by **SBC-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the

Collocator must provide SBC-13STATE 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, SBC-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.
- 9.3 When an SBC-13STATE technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the SBC-13STATE technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 9.4 The Collocator may request SBC-13STATE to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide SBC-13STATE with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 9.5 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Collocator, its Manufacturer or Collocator's SBC-13STATE Approved Vendor to perform the necessary work and escort charges will apply. For service affecting problems covered by the Manufacturer's warranty, SBC-13STATE shall perform repairs as described in Section 8 of this Appendix.

## 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, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

## 11. MEAN TIME RESPONSE INTERVAL (MTRI)

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

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

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

- 11.1.1.2 Telemetry problems causing the loss of surveillance.

11.1.1.3 Remote access to the virtually collocated equipment.

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

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

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

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

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

11.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. When installation is performed by the Collocator's SBC-13STATE Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's SBC-13STATE Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by SBC-13STATE shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or SBC-13STATE Approved Vendor performing the work.

11.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time SBC-13STATE's technician is ready to begin work at a Central Office, SBC-13STATE will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

## 12. TERMINATION OF VIRTUAL COLLOCATION

12.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE'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. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE 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, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal

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process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator 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.

### 13. RATE REGULATIONS

- 13.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC-13STATE under section 251(c)(2) and for access to SBC-13STATE-provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 13.2 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. Additionally, charges may be generated on an Individual Case Basis (ICB) for requirements based on requests from the Collocator that are beyond the terms, conditions and rates established in this Appendix, if technically feasible.
- 13.3 Rates and charges specific to Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC-13STATE-provided Lawful UNEs under 251(c)(3) in SBC-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE-provided Lawful UNEs in SBC-13STATE CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for SBC-13STATE CEVs, Huts and Cabinets).
- 13.4 Rate Elements for SBC-13STATE 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 SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC-13STATE's Central Offices.

#### 13.4.1 Planning Fee

- 13.4.1.1 The Planning Fee recovers SBC-13STATE 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 SBC-13STATE 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 or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements.

#### 13.4.2 Floor Space

- 13.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SBC-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary of this Appendix.

#### 13.4.3 Relay Rack (Optional)

- 13.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by SBC-13STATE expressed as a monthly rate. SBC-13STATE'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 SBC-13STATE 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 of this Appendix.

#### 13.4.4 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.

#### 13.4.5 Real Estate

13.4.5.1 These rate elements provide for SBC-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

##### 13.4.5.2 Site Conditioning

12.4.5.3.1 Permits SBC-13STATE 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 of this Appendix.

##### 13.4.5.3 Safety and Security

12.4.5.4.1 Permits SBC-13STATE 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 of this Appendix.

#### 13.4.6 Entrance Fiber Optic Arrangement

13.4.6.1 This sub-element provides for SBC-13STATE 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 Lawful 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 of this Appendix.

##### 13.4.6.2 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 of this Appendix.

#### 13.4.7 DC Power Arrangement Provisioning

13.4.7.1 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, 2-30 AMP, 2-40 AMP 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, SBC-13STATE 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 of this Appendix.

#### 13.4.8 DC Power Amperage Charge

##### 13.4.8.1 DC Power per AMP

13.4.8.1.1 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 SBC will provision two (2) twenty (20) AMP DC power leads and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPS), but SBC 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, BDFB, associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

##### 13.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

13.4.8.2.1 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 of this Appendix.

##### 13.4.8.3 Ground Cable Arrangement

13.4.8.3.1 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 of this Appendix.

#### 13.4.9 DS0 Voice Grade Interconnection Cable Arrangement

13.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) Non-Shielded or Shielded between SBC-13STATE'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 of this Appendix.

#### 13.4.10 DS-1 Interconnection Cable Arrangement to Digital Connect System (DCS)

13.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE'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.

13.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

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

13.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE'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 of this Appendix.

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

13.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE'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 of this Appendix.

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

13.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE'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 of this Appendix.

13.4.14 Fiber Interconnection Cable Arrangement

13.4.14.1 This sub-element provides for the cost associated with providing 12 fiber pairs between SBC-13STATE'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 of this Appendix.

13.4.15 Timing Source Arrangement (Optional)

13.4.15.1 SBC-13STATE provided single signal from SBC-13STATE's timing source to provide synchronization between a Collocator's single network element and SBC-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

13.4.16 Training

13.4.16.1 SBC-13STATE is responsible for determining when training is necessary and how many of SBC-13STATE'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. SBC-13STATE will be limited to request training for four (4) of SBC-13STATE's personnel per location, unless a different number is mutually agreed upon by SBC-13STATE and Collocator.

13.4.16.2 The Collocator may have SBC-13STATE arrange for the required training of SBC-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix .

13.4.16.3 If SBC-13STATE 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

13.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for SBC-13STATE employee training.

13.4.16.3.3 arrange and pay all costs associated with SBC-13STATE 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 SBC-13STATE employee training.

13.4.16.4 SBC-13STATE will work cooperatively with the Collocator to schedule SBC-13STATE'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 SBC-13STATE'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 the Collocation Rate Summary of this Appendix will be assessed to the Collocator.

#### 13.4.17 Maintenance and Repair Labor Rates

##### 13.4.17.1 Maintenance of Equipment

13.4.17.1.1 This rate element is a labor rate charged by SBC-13STATE 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.

13.4.17.1.2 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 of this Appendix.

##### 13.4.17.2 Repair of Equipment

13.4.17.2.1 This rate element is a labor rate charged by SBC-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

13.4.17.2.2 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.

13.4.17.2.3 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 of this Appendix.

#### 13.4.18 Collocation-to-Collocation Connection

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

##### 13.4.18.1 Fiber Cable (12 Fiber Pair)

13.4.18.1.1 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 of this Appendix.

#### 13.4.18.2 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 of this Appendix.

#### 13.4.18.3 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 the Collocation Rate Summary of this Appendix.

#### 13.4.18.4 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 of this Appendix.

#### 13.4.18.5 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 of this Appendix.

#### 13.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** 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 of this Appendix.

#### 13.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** 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 of this Appendix.

#### 13.5 Rate Elements for **SBC-13STATE**'s CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **SBC-13STATE**'s provided Lawful UNEs in **SBC-13STATE**'s CEVs, Huts and Cabinets.

##### 13.5.1 Entrance Cable Fiber

13.5.1.1 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.

13.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.

**13.5.2 Entrance Conduit**

- 13.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, Hut, or Cabinet and the Collocator structure. Rates and charges are as found on Attachment 3 (B)

**13.5.3 DC Power Consumption**

- 13.5.3.1 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 of this Appendix.

**13.5.4 24-Foot CEV**

- 13.5.4.1 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 of this Appendix.

**13.5.5 16-Foot CEV**

- 13.5.5.1 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 of this Appendix.

**13.5.6 Maxi-Hut**

- 13.2.6.1 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 of this Appendix.

**13.5.7 Mini-Hut**

- 13.5.7.1 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 of this Appendix.

**13.5.8 Large Cabinet**

- 13.5.8.1 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 of this Appendix.

**13.5.9 Medium Cabinet**

- 13.5.9.1 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 of this Appendix.

**13.5.10 Small Cabinet**

- 13.5.10.1 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 of this Appendix.

**13.5.11 Project Coordination Fee**

- 13.5.11.1 The project coordination fee provides for **SBC-13STATE** 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 of this Appendix.

#### 14. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 14.1 Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 14.2 For purposes of virtually collocating equipment, SBC-13STATE 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 SBC-13STATE and other Collocators.
- 14.3 After Collocator has been provided with written notification by SBC-13STATE 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 undated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE 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, SBC-13STATE shall not prevent the Collocator from entering the Eligible Structure. If SBC-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 14.4 SBC-13STATE will provide a security escort with the Collocator paying the expense for the escort. SBC-13STATE 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 SBC-13STATE 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 1.12 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC-13STATE as described in Section 1.3 of this Appendix.
- 14.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE'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 SBC-13STATE'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.
- 14.6 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 SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 38.3 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 SBC-13STATE or other Collocators in jeopardy.
- 14.7 SBC-13STATE 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.
- 14.8 SBC-13STATE 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 SBC-13STATE's equipment suppliers with equivalent access.
- 14.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.



## 15. OBLIGATIONS OF THE COLLOCATOR

### 15.1 Indemnification of SBC-13STATE

15.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC-13STATE 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 SBC-13STATE 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.

15.1.2 Collocator shall indemnify and hold harmless SBC-13STATE, 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 SBC-13STATE 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 SBC-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to SBC-13STATE.

15.1.3 SBC-13STATE 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 SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE 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.

### 15.2 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:

15.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of 13-STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

15.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

15.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

- 15.2.3 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. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 15.2.4 Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 15.2.5 SBC-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 15.2.6 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 SBC-13STATE as well. If a certificate is not received, SBC-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
- 15.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC-13STATE, and SBC-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 15.2.8 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."
- 15.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 15.2.10 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.
- 15.3 Conduct While in SBC-13STATE Eligible Structures
- 15.3.1 Collocator and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC-13STATE for

certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or SBC-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or SBC-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of SBC-13STATE:

- 14.3.1.1 Theft or destruction of SBC-13STATE's or Collocator's property;
  - 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE's property;
  - 14.3.1.3 Threats or violent acts against other persons on SBC-13STATE's property;
  - 14.3.1.4 Knowing violations of any local, state or federal law on SBC-13STATE's property;
  - 14.3.1.5 Permitting unauthorized persons access to SBC-13STATE or Collocator's equipment on SBC-13STATE's property; and
  - 14.3.1.6 Carrying a weapon on SBC-13STATE's property.
- 15.3.2 In addition, Collocator and SBC-13STATE will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC-13STATE or the Collocator of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.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.
- 15.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require Collocator to receive security training from SBC-13STATE, 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 SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC-13STATES

## 16. COOPERATIVE RESPONSIBILITIES

### 16.1 Qualification of Collocator

- 16.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require Collocator to receive security training from SBC-13STATE, 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 SBC-13STATE's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES.

## 17. 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.

### 17.1 Rate Elements for SBC-13STATE's Offices

- 17.1.1 This security escort charge consists of the charges for SBC-13STATE-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.

17.2 Rate Element for SBC-13STATE's CEV, HUT, and Cabinets

17.2.1 The security escort charge consists of the charges for SBC-13STATE 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 Collocation Rate Summary.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing CLEC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

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

When the Collocator selects the option to provide, install, and terminate their interconnection and power cabling with an SBC-13STATE Approved Vendor or when SBC-13 STATE does not install the interconnection or power cabling, 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 18 following.

18.1 Interconnection Cable

18.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and SBC-13STATE Main Distribution Frame (MDF) or its equivalent by SBC-13STATE 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 18.2. If Collocator selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's SBC-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 18.3.1 through 18.3.5. The Collocator's SBC-13STATE Approved Vendor

must obtain an approved Method Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.

## 18.2 DC Power Arrangement Provisioning

- 18.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 18.2.2 The Collocator must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE.
- 18.2.3 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 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.

## 18.3 Intervals and Provisioning

- 18.3.1 Implementation Intervals when CLEC hires SBC-13STATE Approved Vendor Installs Interconnection and Power Cabling
- 18.3.1.1 SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. 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 18.3 is for new and augment Virtual Collocation Applications and apply only when SBC-13STATE does not install interconnection and power cabling. 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 cabling related within this Appendix.
- 18.3.1.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to the Collocator's SBC-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SBC-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The

Collocator must provide **SBC-13STATE**, 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 **SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** 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 **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** 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 metering region | Overhead Iron/Racking Exists for Virtual Collocation Space Use | Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use | Additional Power or HVAC is Required for Virtual Collocation Space Use |
|----------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1 – 10                                                                     | 60 calendar days                                               | 80 calendar days                                                       | 180 calendar days                                                      |
| 11 - 20                                                                    | 65 calendar days                                               | 85 calendar days                                                       | 185 calendar days                                                      |

- 18.3.1.3 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 **SBC-13STATE** 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 **SBC-13STATE**.
- 18.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a metering area, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:
- 18.3.1.5 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.

**18.3.2 Payment**

- 18.3.2.1 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the space being turned over to the Collocator's SBC-13STATE Approved Vendor. On the day of space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's SBC-13STATE Approved Vendor by SBC-13STATE. SBC-13STATE will also provide the APOT Cable Facilities Assignments (CFA) records to Collocator and to the Collocator's SBC-13STATE Approved Vendor.

**18.3.3 Cable Augments**

- 18.3.3.1 The Collocator may request the following items as interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 no more than 168 DS1 connections and/or
  - 17.3.3.1.2 no more than 48 DS3 connections and/or
  - 17.3.3.1.3 no more than 400 Copper (shielded or nonshielded) cable pair connections and/or
  - 17.3.3.1.4 no more than 12 fiber pair connections
- 18.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 18.3.3.3 The cabling Augment interval is determined by SBC-13STATE 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 SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC-13STATE 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 <u>or metering region</u> | Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use | Necessary Elements such as Iron/Racking and Power does not exist for Virtual <u>Collocation Use</u> |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1 – 10                                                                               | 30 calendar days                                                                    | 60 calendar days                                                                                    |
| 11 - 20                                                                              | 35 calendar days                                                                    | 65 calendar days                                                                                    |

- 18.3.3.4 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 SBC-13STATE 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.
- 18.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a metering area, the delivery intervals

assigned will depend on which variables apply within each Eligible Structure requested:

18.3.3.6 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 exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

18.3.4 All Other Augments

18.3.4.1 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals. This interval shall not be greater than an applicable interval offered on an initial application.

18.3.5 Walk-Through Visit

18.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE'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 placements and measurements of the interconnection and power cabling.

18.4 Rates Elements for **SBC-13STATE** Central Offices (CDOW)

18.4.1 DC Power Arrangement Provisioning

18.4.1.1 When the Collocator selects the option to install the power cable by **SBC-13STATE** 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 of this Appendix.

18.4.2 DS0 Voice Grade Cable Arrangement

18.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** 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 of this Appendix.

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

18.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** 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 of this Appendix.

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

18.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX 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 of this Appendix.



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

18.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** 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 of this Appendix.

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

18.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** 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 of this Appendix.

**18.4.7 Fiber Interconnection Cable Arrangement**

18.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** 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 of this Appendix.

**18.4.8 Collocation to Collocation Connection**

18.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

**18.4.8.1.1 Fiber Cable (12 Fiber Pair)**

18.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** 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 of this Appendix.

**18.4.8.2.1 Copper Cable**

18.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** 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 of this Appendix.

**18.4.8.3.1 Coax Cable**

18.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** 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 of this Appendix.

**18.4.8.4.1 Cable Racking and Hole**

18.4.8.4.1.1 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 of this Appendix.

18.4.8.5.1 Route Design

18.4.8.5.1.1 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 of this Appendix.

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|    | A                                                         | B                                                | C     | D                              | E                                    | F                                       |
|----|-----------------------------------------------------------|--------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1  | Product Type                                              | Rate Element Description                         | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 2  | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b> |                                                  |       |                                |                                      |                                         |
| 3  | <b>REAL ESTATE</b>                                        |                                                  |       |                                |                                      |                                         |
| 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  | <b>COMMON SYSTEMS</b>                                     |                                                  |       |                                |                                      |                                         |
| 8  | Common Systems - Cage                                     | Per Sq. Ft. of space used by CLEC                | S8F4A | \$0.44                         | \$59.86                              |                                         |
| 9  | <b>PLANNING</b>                                           |                                                  |       |                                |                                      |                                         |
| 10 | Planning - Central Office                                 | Per Sq. Ft. of space used by CLEC                | S8GCA | \$0.09                         | \$7.55                               |                                         |
| 11 | Planning                                                  | Per Request                                      | NRFCF |                                | \$5,244.43                           |                                         |
| 12 | Planning - Subsequent Inter. Cabling                      | Per Request                                      | NRFCF |                                | \$2,267.04                           |                                         |
| 13 | Planning - Subsequent Power Cabling                       | Per Request                                      | NRFCF |                                | \$2,306.10                           |                                         |
| 14 | Planning - Subs. Inter./Power Cabling                     | Per Request                                      | NRFCG |                                | \$2,884.60                           |                                         |
| 15 | Planning - Subs. w/o cabling - Application                |                                                  |       |                                |                                      |                                         |
| 16 | Processing Fee                                            | Per Request                                      | NRL1F |                                | \$712.15                             |                                         |
| 17 | Planning - Non-Standard                                   | Per Request                                      | NRFCF |                                | \$1,436.00                           |                                         |
| 18 | <b>POWER PROVISIONING</b>                                 |                                                  |       |                                |                                      |                                         |
| 19 | Power Panel:                                              |                                                  |       |                                |                                      |                                         |
| 20 | 50 Amp                                                    | Per Power Panel (CLEC Provided)                  | NONE  |                                |                                      |                                         |
| 21 | 200 Amp                                                   | Per Power Panel (CLEC Provided)                  | NONE  |                                |                                      |                                         |
| 22 | <b>Power Cable and Infrastructure:</b>                    |                                                  |       |                                |                                      |                                         |
| 23 | Power Cable Rack                                          | Per Four Power Cables or Quad                    | NONE  |                                |                                      |                                         |
| 24 | 2-20 Amp Feeds                                            | Per 2-20 Amp Power Feeds (CLEC Provided)         | S8GF1 | \$0.25                         | \$48.23                              |                                         |
| 25 | 2-30 Amp Feeds                                            | Per 2-30 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 26 | 2-40 Amp Feeds                                            | Per 2-40 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 27 | 2-50 Amp Feeds                                            | Per 2-50 Amp Power Feeds (CLEC Provided)         | S8GF2 | \$0.25                         | \$48.23                              |                                         |
| 28 | 2-100 Amp Feeds                                           | Per 2-100 Amp Power Feeds (CLEC Provided)        | S8GF3 | \$0.25                         | \$48.23                              |                                         |
| 29 | <b>Equipment Grounding:</b>                               |                                                  |       |                                |                                      |                                         |
| 30 | Ground Cable Placement                                    | Per Sq. Ft. of space used by CLEC                | S8FCR | \$0.03                         | \$0.92                               |                                         |
| 31 | <b>DC POWER AMPERAGE CHARGE</b>                           |                                                  |       |                                |                                      |                                         |
| 32 | HVAC                                                      | Per 10 Amps                                      | S8GCS | \$14.62                        |                                      |                                         |
| 33 | Per Amp                                                   | Per Amp                                          | S8GCR | \$10.61                        |                                      |                                         |
| 34 | <b>FIBER CABLE PLACEMENT</b>                              |                                                  |       |                                |                                      |                                         |
| 35 | Central Office:                                           |                                                  |       |                                |                                      |                                         |
| 36 | Fiber Cable                                               | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85                         | \$809.13                             |                                         |
| 37 | Entrance Conduit                                          | Per Fiber Cable Sheath                           | S8FW5 | \$8.76                         |                                      |                                         |
| 38 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                 |                                                  |       |                                |                                      |                                         |
| 39 | <b>MISCELLANEOUS COSTS</b>                                |                                                  |       |                                |                                      |                                         |
| 40 | Timing Lead (1 pair per circuit)                          | Per Linear Foot, Per pair                        | S8F45 | \$0.08                         | \$14.81                              |                                         |
| 41 | Bits Timing                                               | Per two circuits                                 | S8FQT | \$3.58                         | \$698.82                             |                                         |
| 42 | Space Availability Report                                 | Per Premise                                      | NRFCQ |                                | \$168.04                             |                                         |
| 43 | Security Access / ID Cards                                | Per Five Cards                                   | NRFCM |                                | \$123.35                             |                                         |
| 44 | Security Access / ID Cards/Expedite                       | Per Five Cards                                   | NRFCN |                                | \$203.35                             |                                         |
| 45 | <b>CAGE COMMON COSTS</b>                                  |                                                  |       |                                |                                      |                                         |
| 46 | AC Circuit Placement                                      | Per Sq. Ft. (CLEC provides cage)                 | NRL60 |                                | \$5.29                               |                                         |
| 47 | <b>INTERCONNECTION COSTS:</b>                             |                                                  |       |                                |                                      |                                         |
| 48 | <b>ILEC TO CLEC CONNECTION</b>                            |                                                  |       |                                |                                      |                                         |
| 49 | Voice Grade Arrangement                                   | 100 Copper Pairs (CLEC provides cable)           | S8F48 | \$3.86                         | \$156.02                             |                                         |
| 50 | Voice Grade Arrangement                                   | 100 Shielded Pairs (CLEC provides cable)         | S8FWU | \$3.86                         | \$156.02                             |                                         |
| 51 | DS1 Arrangement - DCS                                     | 28 DS1 (CLEC provides cable)                     | S8FQM | \$295.42                       | \$3,105.79                           |                                         |
| 52 | DS1 Arrangement - DSX                                     | 28 DS1 (CLEC provides cable)                     | S8F46 | \$6.07                         | \$486.89                             |                                         |
| 53 | DS3 Arrangement - DCS                                     | 1 DS3 (CLEC provides cable)                      | S8F47 | \$115.30                       | \$1,809.40                           |                                         |
| 54 | DS3 Arrangement - DSX                                     | 1 DS3 (CLEC provides cable)                      | S8FQN | \$5.69                         | \$116.67                             |                                         |
| 55 | Fiber Arrangement                                         | 12 Fiber Pairs (CLEC provides cable)             | S8FQR | \$3.76                         | \$495.49                             |                                         |
| 56 | <b>CLEC TO CLEC CONNECTION</b>                            |                                                  |       |                                |                                      |                                         |
| 57 | Cable Racking and Hole for Optical                        | Per Cable                                        | S8GFE | \$0.82                         |                                      |                                         |
| 58 | Cable Racking and Hole for DS1                            | Per Cable                                        | S8GFF | \$0.57                         |                                      |                                         |
| 59 | Cable Racking and Hole for DS3                            | Per Cable                                        | S8GFG | \$0.50                         |                                      |                                         |
| 60 | Route Design                                              |                                                  | NRFCX |                                | \$424.88                             |                                         |
| 61 | Connection for DS1                                        | Per 28 Circuits (CLEC provides cable)            | S8GFH | \$0.18                         |                                      |                                         |
| 62 | Connection for DS3                                        | Per Circuit (CLEC provides cable)                | S8GFJ | \$0.12                         |                                      |                                         |
| 63 | Connection for Optical                                    | Per Cable (CLEC provides cable)                  | S8GFK | \$0.31                         |                                      |                                         |
| 64 | <b>TIME SENSITIVE ACTIVITIES</b>                          |                                                  |       |                                |                                      |                                         |
| 65 | <b>PRE-VISITS</b>                                         |                                                  |       |                                |                                      |                                         |
| 66 | Colloc. Ser. Mgr. - 2nd Level                             | Per 1/4 Hour                                     | NRFCR |                                | \$23.23                              |                                         |
| 67 | Comm. Tech - Craft                                        | Per 1/4 Hour                                     | NRFCS |                                | \$19.60                              |                                         |
| 68 | CO Manager - 1st Level                                    | Per 1/4 Hour                                     | NRFCU |                                | \$19.72                              |                                         |
| 69 | Floor Space Planning - 1st Level                          | Per 1/4 Hour                                     | NRFCU |                                | \$19.24                              |                                         |
| 70 | <b>CONSTRUCTION VISITS</b>                                |                                                  |       |                                |                                      |                                         |
| 71 | Project Manager - 1st Level                               | Per 1/4 Hour                                     | NRFCV |                                | \$19.24                              |                                         |
| 72 | Colloc. Ser. Mgr. - 2nd Level                             | Per 1/4 Hour                                     | NRFCZ |                                | \$23.23                              |                                         |
| 73 | <b>RSM Option</b>                                         |                                                  |       |                                |                                      |                                         |
| 74 | Additional Dedicated HVAC Charge                          | per request                                      | NRFCF |                                | \$3,100.00                           |                                         |
| 75 | Dedicated power Plant Floor Space                         | per request                                      | S8GCQ | \$394.00                       |                                      |                                         |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|     | A                                                         | B                                 | C     | D                              | E                                    | F                                       |
|-----|-----------------------------------------------------------|-----------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                              | Rate Element Description          | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 75  | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>  |                                   |       |                                |                                      |                                         |
| 76  | <b>REAL ESTATE</b>                                        |                                   |       |                                |                                      |                                         |
| 78  | Site Conditioning                                         | Per Sq. Ft. of space used by CLEC | S8GCE |                                | \$9.28                               |                                         |
| 79  | Safety & Security                                         | Per Sq. Ft. of space used by CLEC | S8GCF |                                | \$19.56                              |                                         |
| 80  | Floor Space Usage                                         | Per Sq. Ft. of space used by CLEC | S8GCD | \$5.97                         |                                      |                                         |
| 81  | <b>COMMON SYSTEMS</b>                                     |                                   |       |                                |                                      |                                         |
| 82  | Common Systems - Cage                                     | Per Sq. Ft. of space used by CLEC | S8GCG | \$0.44                         | \$59.86                              |                                         |
| 83  | <b>PLANNING</b>                                           |                                   |       |                                |                                      |                                         |
| 84  | Planning - Central Office                                 | Per Sq. Ft. of space used by CLEC | S8GCA | \$0.09                         | \$7.55                               |                                         |
| 85  | Planning                                                  | Per Request                       | NRFCF |                                | \$5,244.43                           |                                         |
| 86  | Planning - Subsequent Inter. Cabling                      | Per Request                       | NRFCF |                                | \$2,267.04                           |                                         |
| 87  | Planning - Subsequent Power Cabling                       | Per Request                       | NRFCF |                                | \$2,306.10                           |                                         |
| 88  | Planning - Subs. Inter./Power Cabling                     | Per Request                       | NRFCG |                                | \$2,884.60                           |                                         |
| 89  | Planning - Subs. w/o cabling - Application Processing Fee | Per Request                       | NRL1F |                                | \$712.15                             |                                         |
| 90  | Planning - Non-Standard                                   | Per Request                       | NRFCF |                                | \$1,436.00                           |                                         |
| 91  | <b>POWER PROVISIONING</b>                                 |                                   |       |                                |                                      |                                         |
| 92  | <b>Power Panel:</b>                                       |                                   |       |                                |                                      |                                         |
| 93  | 50 Amp                                                    | Per Power Panel                   | S8GC8 | \$15.77                        | \$3,079.47                           |                                         |
| 94  | 200 Amp                                                   | Per Power Panel                   | S8GC9 | \$18.75                        | \$3,659.46                           |                                         |
| 95  | <b>Power Cable and Infrastructure:</b>                    |                                   |       |                                |                                      |                                         |
| 96  | 2-20 Amp Feeds                                            | Per 2-20 Amp Power Feeds          | S8GCU | \$7.74                         | \$1,570.84                           |                                         |
| 97  | 2-30 Amp Feeds                                            | Per 2-30 Amp Power Feeds          |       | \$8.35                         | \$2,424.71                           |                                         |
| 98  | 2-40 Amp Feeds                                            | Per 2-40 Amp Power Feeds          |       | \$8.96                         | \$2,586.91                           |                                         |
| 99  | 2-50 Amp Feeds                                            | Per 2-50 Amp Power Feeds          | S8GCV | \$9.57                         | \$1,954.85                           |                                         |
| 100 | 2-100 Amp Feeds                                           | Per 2-100 Amp Power Feeds         | S8GCW | \$11.39                        | \$2,344.44                           |                                         |
| 101 | <b>Equipment Grounding:</b>                               |                                   |       |                                |                                      |                                         |
| 102 | Ground Cable Placement                                    | Per Sq. Ft. of space used by CLEC | S8GDA | \$0.03                         | \$0.92                               |                                         |
| 103 | <b>DC POWER AMPERAGE CHARGE</b>                           |                                   |       |                                |                                      |                                         |
| 104 | HVAC                                                      | Per 10 Amps                       | S8GCS | \$14.62                        |                                      |                                         |
| 105 | Per Amp                                                   | Per Amp                           | S8GCR | \$10.61                        |                                      |                                         |
| 106 | <b>FIBER CABLE PLACEMENT</b>                              |                                   |       |                                |                                      |                                         |
| 107 | <b>Central Office:</b>                                    |                                   |       |                                |                                      |                                         |
| 108 | Fiber Cable                                               | Per Fiber Cable Sheath            | S8GDE | \$4.85                         | \$1,619.88                           |                                         |
| 109 | Entrance Conduit to Vault                                 | Per Fiber Cable Sheath            | S8GDD | \$8.76                         |                                      |                                         |
| 110 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                 |                                   |       |                                |                                      |                                         |
| 111 | <b>MISCELLANEOUS COSTS</b>                                |                                   |       |                                |                                      |                                         |
| 112 | Timing Lead (1 pair per circuit)                          | Per Linear Foot, Per pair         | S8GEK | \$0.08                         | \$14.81                              |                                         |
| 113 | Bits Timing                                               | Per two circuits                  | S8GEJ | \$3.58                         | \$698.82                             |                                         |
| 114 | Space Availability Report                                 | Per Premise                       | NRFCQ |                                | \$168.04                             |                                         |
| 115 | Security Access / ID Cards                                | Per Five Cards                    | NRFCM |                                | \$123.35                             |                                         |
| 116 | Security Access / ID Cards/Expedite                       | Per Five Cards                    | NRFCN |                                | \$203.35                             |                                         |
| 117 | <b>CAGE COMMON COSTS</b>                                  |                                   |       |                                |                                      |                                         |
| 118 | Cage Preparation                                          | Per Sq. Ft. of space used by CLEC | S8GCH | \$0.27                         | \$19.70                              |                                         |
| 119 | <b>INTERCONNECTION COSTS:</b>                             |                                   |       |                                |                                      |                                         |
| 120 | <b>ILEC TO CLEC CONNECTION</b>                            |                                   |       |                                |                                      |                                         |
| 121 | Voice Grade Arrangement                                   | 100 Copper Pairs                  | S8GD4 | \$4.92                         | \$1,027.16                           |                                         |
| 122 | Voice Grade Arrangement                                   | 100 Shielded Pairs                | S8GD5 | \$4.92                         | \$1,027.16                           |                                         |
| 123 | DS1 Arrangement - DCS                                     | 28 DS1                            | S8GDK | \$297.44                       | \$3,613.06                           |                                         |
| 124 | DS1 Arrangement - DSX                                     | 28 DS1                            | S8GDP | \$9.79                         | \$1,346.48                           |                                         |
| 125 | DS3 Arrangement - DCS                                     | 1 DS3                             | S8GDV | \$115.58                       | \$2,181.58                           |                                         |
| 126 | DS3 Arrangement - DSX                                     | 1 DS3                             | S8GDZ | \$7.14                         | \$603.89                             |                                         |
| 127 | Fiber Arrangement                                         | 12 Fiber Pairs (24 Fiber strands) | S8GED | \$6.55                         | \$1,779.78                           |                                         |
| 128 | <b>CLEC TO CLEC CONNECTION</b>                            |                                   |       |                                |                                      |                                         |
| 129 | Cable Racking and Hole for Optical                        | Per Cable                         | S8GFE | \$0.82                         |                                      |                                         |
| 130 | Cable Racking and Hole for DS1                            | Per Cable                         | S8GFF | \$0.57                         |                                      |                                         |
| 131 | Cable Racking and Hole for DS3                            | Per Cable                         | S8GFG | \$0.50                         |                                      |                                         |
| 132 | Route Design                                              |                                   | NRFCX |                                | \$424.68                             |                                         |
| 133 | Connection for DS1                                        | Per 28 Circuits                   | S8GFC | \$1.41                         | \$982.35                             |                                         |
| 134 | Connection for DS3                                        | Per Circuit                       | S8GFD | \$1.30                         | \$433.86                             |                                         |
| 135 | Connection for Optical (Fiber)                            | Per Cable                         | S8GFB | \$1.38                         | \$1,404.07                           |                                         |
| 136 | <b>TIME SENSITIVE ACTIVITIES</b>                          |                                   |       |                                |                                      |                                         |
| 137 | <b>PRE-VISITS</b>                                         |                                   |       |                                |                                      |                                         |
| 138 | Colloc. Ser. Mgr. - 2nd Level                             | Per 1/4 Hour                      | NRFCR |                                | \$23.23                              |                                         |
| 139 | Comm. Tech - Craft                                        | Per 1/4 Hour                      | NRFCS |                                | \$19.60                              |                                         |
| 140 | CO Manager - 1st Level                                    | Per 1/4 Hour                      | NRFCF |                                | \$19.72                              |                                         |
| 141 | Floor Space Planning - 1st Level                          | Per 1/4 Hour                      | NRFCU |                                | \$19.24                              |                                         |
| 142 | <b>CONSTRUCTION VISITS</b>                                |                                   |       |                                |                                      |                                         |
| 143 | Project Manager - 1st Level                               | Per 1/4 Hour                      | NRFCV |                                | \$19.24                              |                                         |
| 144 | Colloc. Ser. Mgr. - 2nd Level                             | Per 1/4 Hour                      | NRFCZ |                                | \$23.23                              |                                         |
| 145 | <b>RSM Option</b>                                         |                                   |       |                                |                                      |                                         |
| 146 | Additional Dedicated HVAC Charge                          | Per Request                       | NRFL  |                                | \$3,100.00                           |                                         |
| 147 | Dedicated power Plant Floor Space                         | Per Request                       | S8GCQ | \$394.00                       |                                      |                                         |
| 148 |                                                           |                                   |       |                                |                                      |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                                                            | B                                                | C     | D                              | E                                    | F                                       |
|-----|--------------------------------------------------------------|--------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
|     | Product Type                                                 | Rate Element Description                         | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 1   | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b> |                                                  |       |                                |                                      |                                         |
| 149 | <b>REAL ESTATE</b>                                           |                                                  |       |                                |                                      |                                         |
| 151 | Site Conditioning                                            | Per Frame (Standard Bay=10 sq ft)                | S8FWC |                                | \$92.81                              |                                         |
| 152 | Safety & Security                                            | Per Frame (Standard Bay=10 sq ft)                | S8FWG |                                | \$195.57                             |                                         |
| 153 | Floor Space Usage                                            | Per Frame (Standard Bay=10 sq ft)                | S8F9C | \$64.21                        |                                      |                                         |
| 154 | Site Conditioning                                            | Per Cabinet (Standard Bay=18 sq ft)              |       |                                | \$167.06                             |                                         |
| 155 | Safety & Security                                            | Per Cabinet (Standard Bay=18 sq ft)              |       |                                | \$352.03                             |                                         |
| 156 | Floor Space Usage                                            | Per Cabinet (Standard Bay=18 sq ft)              |       | \$115.58                       |                                      |                                         |
| 157 | <b>COMMON SYSTEMS</b>                                        |                                                  |       |                                |                                      |                                         |
| 158 | Common Systems - Cageless                                    | Per Frame (Standard Bay=10 sq ft)                | S8FWE | \$9.35                         | \$760.45                             |                                         |
| 159 | Common Systems - Cageless                                    | Per Cabinet (Standard Bay=18 sq ft)              |       | \$16.83                        | \$1,368.81                           |                                         |
| 160 | <b>PLANNING</b>                                              |                                                  |       |                                |                                      |                                         |
| 161 | Planning - Central Office                                    | Per Frame (Standard Bay=10 sq ft)                | S8GCB | \$1.13                         | \$75.54                              |                                         |
| 162 | Planning                                                     | Per Request                                      | NRFCJ |                                | \$4,601.93                           |                                         |
| 163 | Planning - Subsequent Inter. Cabling                         | Per Request                                      | NRFCF |                                | \$2,267.04                           |                                         |
| 164 | Planning - Subsequent Power Cabling                          | Per Request                                      | NRFCF |                                | \$2,306.10                           |                                         |
| 165 | Planning - Subs. Inter./Power Cabling                        | Per Request                                      | NRFCG |                                | \$2,884.60                           |                                         |
| 166 | Planning - Subs. w/o cabling - Application Processing Fee    | Per Request                                      | NRL1F |                                | \$712.15                             |                                         |
| 167 | Planning - Non-Standard                                      | Per Request                                      | NRFCF |                                | \$1,436.00                           |                                         |
| 168 | <b>POWER PROVISIONING</b>                                    |                                                  |       |                                |                                      |                                         |
| 169 | <b>Power Panel:</b>                                          |                                                  |       |                                |                                      |                                         |
| 170 | 50 Amp                                                       | Per Power Panel (CLEC Provided)                  | NONE  |                                |                                      |                                         |
| 171 | 200 Amp                                                      | Per Power Panel (CLEC Provided)                  | NONE  |                                |                                      |                                         |
| 172 | <b>Power Cable and Infrastructure:</b>                       |                                                  |       |                                |                                      |                                         |
| 173 | Power Cable Rack                                             | Per Four Power Cables or Quad                    | NONE  |                                |                                      |                                         |
| 174 | 2-20 Amp Feeds                                               | Per 2-20 Amp Power Feeds (CLEC Provided)         | S8GF1 | \$0.25                         | \$48.23                              |                                         |
| 175 | 2-30 Amp Feeds                                               | Per 2-30 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 176 | 2-40 Amp Feeds                                               | Per 2-40 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 177 | 2-50 Amp Feeds                                               | Per 2-50 Amp Power Feeds (CLEC Provided)         | S8GF2 | \$0.25                         | \$48.23                              |                                         |
| 178 | 2-100 Amp Feeds                                              | Per 2-100 Amp Power Feeds (CLEC Provided)        | S8GF3 | \$0.25                         | \$48.23                              |                                         |
| 179 | <b>Equipment Grounding:</b>                                  |                                                  |       |                                |                                      |                                         |
| 180 | Ground Cable Placement                                       | Per Frame                                        | S8GDB | \$0.33                         | \$15.32                              |                                         |
| 181 | <b>DC POWER AMPERAGE CHARGE</b>                              |                                                  |       |                                |                                      |                                         |
| 182 | HVAC                                                         | Per 10 Amps                                      | S8GCS | \$14.62                        |                                      |                                         |
| 183 | Per Amp                                                      | Per Amp                                          | S8GCR | \$10.61                        |                                      |                                         |
| 184 | CEV, HUT & Cabinets                                          | Per 2 inch mounting space                        | S8GCT | \$1.27                         |                                      |                                         |
| 185 | <b>FIBER CABLE PLACEMENT</b>                                 |                                                  |       |                                |                                      |                                         |
| 186 | <b>Central Office:</b>                                       |                                                  |       |                                |                                      |                                         |
| 187 | Fiber Cable                                                  | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85                         | \$809.13                             |                                         |
| 188 | Entrance Conduit                                             | Per Fiber Cable Sheath                           | S8FW5 | \$8.76                         |                                      |                                         |
| 189 | <b>CEV, HUT &amp; Cabinets:</b>                              |                                                  |       |                                |                                      |                                         |
| 190 | Fiber Cable Placement                                        | Per Fiber Cable Sheath                           | S8GDH |                                | \$53.58                              |                                         |
| 191 | Entrance Conduit                                             | Per Fiber Cable Sheath                           | S8GDJ | \$2.61                         |                                      |                                         |
| 192 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                    |                                                  |       |                                |                                      |                                         |
| 193 | <b>MISCELLANEOUS COSTS</b>                                   |                                                  |       |                                |                                      |                                         |
| 194 | Timing Lead (1 pair per circuit)                             | Per Linear Foot, Per pair                        | S8F45 | \$0.08                         | \$14.81                              |                                         |
| 195 | Bits Timing                                                  | Per two circuits                                 | S8FQT | \$3.58                         | \$698.82                             |                                         |
| 196 | Space Availability Report                                    | Per Premise                                      | NRFCQ |                                | \$168.04                             |                                         |
| 197 | Security Access / ID Cards                                   | Per Five Cards                                   | NRFCM |                                | \$123.35                             |                                         |
| 198 | Security Access / ID Cards/Expedite                          | Per Five Cards                                   | NRFCN |                                | \$203.35                             |                                         |
| 199 | <b>CAGELESS / POT BAY OPTIONS</b>                            |                                                  |       |                                |                                      |                                         |
| 200 | Standard Equipment Bay                                       | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 201 | Non-Standard Cabinet Bay                                     | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 202 | VF/DS0 Termination Panel                                     | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 203 | VF/DS0 Termination Module                                    | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 204 | DDP-1 Panel                                                  | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 205 | DDP-1 Jack Access Card                                       | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 206 | DS3/STS-1 Interconnect Panel                                 | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 207 | DS3 Interconnect Module                                      | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 208 | Fiber Optic Splitter Panel                                   | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 209 | Fiber Termination Dual Module                                | Each (CLEC Provided)                             | NONE  |                                |                                      |                                         |
| 210 | <b>CEV, HUT, CABINET</b>                                     |                                                  |       |                                |                                      |                                         |
| 211 | 24 Foot CEV                                                  | 2 Inch Mounting Space                            | S8GE3 | \$1.64                         |                                      |                                         |
| 212 | 16 Foot CEV                                                  | 2 Inch Mounting Space                            | S8GE4 | \$1.77                         |                                      |                                         |
| 213 | Maxi-Hut                                                     | 2 Inch Mounting Space                            | S8GE1 | \$0.77                         |                                      |                                         |
| 214 | Mini-Hut                                                     | 2 Inch Mounting Space                            | S8GE2 | \$1.33                         |                                      |                                         |
| 215 | Large Cabinet                                                | 2 Inch Mounting Space                            | S8GEX | \$1.63                         |                                      |                                         |
| 216 | Medium Cabinet                                               | 2 Inch Mounting Space                            | S8GEY | \$2.19                         |                                      |                                         |
| 217 | Small Cabinet                                                | 2 Inch Mounting Space                            | S8GEZ | \$3.29                         |                                      |                                         |
| 218 | <b>INTERCONNECTION COSTS:</b>                                |                                                  |       |                                |                                      |                                         |
| 219 | <b>ILEC TO CLEC CONNECTION</b>                               |                                                  |       |                                |                                      |                                         |
| 220 | Voice Grade Arrangement                                      | 100 Copper Pairs (CLEC provides cable)           | S8F3E | \$3.86                         | \$156.02                             |                                         |
| 221 | Voice Grade Arrangement                                      | 100 Shielded Pairs (CLEC provides cable)         | S8FWV | \$3.86                         | \$156.02                             |                                         |
| 222 | DS1 Arrangement - DCS                                        | 28 DS1 (CLEC provides cable)                     | S8F2J | \$295.42                       | \$3,105.79                           |                                         |
| 223 | DS1 Arrangement - DSX                                        | 28 DS1 (CLEC provides cable)                     | S8F2P | \$6.07                         | \$486.89                             |                                         |
| 224 | DS3 Arrangement - DCS                                        | 1 DS3 (CLEC provides cable)                      | S8F2I | \$115.30                       | \$1,809.40                           |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                     | B                                    | C           | D                                       | E                                           | F                                              |
|-----|-----------------------|--------------------------------------|-------------|-----------------------------------------|---------------------------------------------|------------------------------------------------|
|     |                       |                                      |             | Current<br>Monthly<br>Recurring<br>Rate | Current Non-<br>Recurring Rate<br>(Initial) | Current Non-<br>Recurring Rate<br>(Additional) |
| 1   | <b>Product Type</b>   | <b>Rate Element Description</b>      | <b>USOC</b> |                                         |                                             |                                                |
| 225 | DS3 Arrangement - DSX | 1 DS3 (CLEC provides cable)          | S8F25       | \$5.69                                  | \$116.67                                    |                                                |
| 226 | Fiber Arrangement     | 12 Fiber Pairs (CLEC provides cable) | S8F49       | \$3.76                                  | \$495.49                                    |                                                |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                                                           | B                                     | C      | D                              | E                                    | F                                       |
|-----|-------------------------------------------------------------|---------------------------------------|--------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                | Rate Element Description              | USOC   | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 227 | <b>CLEC TO CLEC CONNECTION</b>                              |                                       |        |                                |                                      |                                         |
| 228 | Cable Racking and Hole for Optical                          | Per Cable                             | S8GFE  | \$0.82                         |                                      |                                         |
| 229 | Cable Racking and Hole for DS1                              | Per Cable                             | S8GFF  | \$0.57                         |                                      |                                         |
| 230 | Cable Racking and Hole for DS3                              | Per Cable                             | S8GFG  | \$0.50                         |                                      |                                         |
| 231 | Route Design                                                |                                       | NRFCX  |                                | \$424.88                             |                                         |
| 232 | Connection for DS1                                          | Per 28 Circuits (CLEC provides cable) | S8GFL  | \$0.18                         | \$0.00                               |                                         |
| 233 | Connection for DS3                                          | Per Circuit (CLEC provides cable)     | S8GFM  | \$0.12                         | \$0.00                               |                                         |
| 234 | Connection for Optical                                      | Per Cable (CLEC provides cable)       | S8GFN  | \$0.31                         | \$0.00                               |                                         |
| 235 | <b>PROJECT MANAGEMENT</b>                                   |                                       |        |                                |                                      |                                         |
| 236 | <b>CEV, HUT &amp; CABINET</b>                               |                                       |        |                                |                                      |                                         |
| 237 | Project Coordination                                        | Per CLEC Application                  | NRFCCK |                                | \$631.17                             |                                         |
| 238 | <b>TIME SENSITIVE ACTIVITIES</b>                            |                                       |        |                                |                                      |                                         |
| 239 | <b>PRE-VISITS</b>                                           |                                       |        |                                |                                      |                                         |
| 240 | Colloc. Ser. Mgr. - 2nd Level                               | Per 1/4 Hour                          | NRFCR  |                                | \$23.23                              |                                         |
| 241 | Comm. Tech - Craft                                          | Per 1/4 Hour                          | NRFCSS |                                | \$19.60                              |                                         |
| 242 | CO Manager - 1st Level                                      | Per 1/4 Hour                          | NRFCCT |                                | \$19.72                              |                                         |
| 243 | Floor Space Planning - 1st Level                            | Per 1/4 Hour                          | NRFCU  |                                | \$19.24                              |                                         |
| 244 | <b>CONSTRUCTION VISITS</b>                                  |                                       |        |                                |                                      |                                         |
| 245 | Project Manager - 1st Level                                 | Per 1/4 Hour                          | NRFCV  |                                | \$19.24                              |                                         |
| 246 | Colloc. Ser. Mgr. - 2nd Level                               | Per 1/4 Hour                          | NRFCZ  |                                | \$23.23                              |                                         |
| 247 |                                                             |                                       |        |                                |                                      |                                         |
| 248 | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b> |                                       |        |                                |                                      |                                         |
| 249 | <b>REAL ESTATE</b>                                          |                                       |        |                                |                                      |                                         |
| 250 | Site Conditioning                                           | Per Frame (Standard Bay=10 sq ft)     | S8GCL  |                                | \$92.81                              |                                         |
| 251 | Safety & Security                                           | Per Frame (Standard Bay=10 sq ft)     | S8GCN  |                                | \$195.57                             |                                         |
| 252 | Floor Space Usage                                           | Per Frame (Standard Bay=10 sq ft)     | S8GCK  | \$64.21                        |                                      |                                         |
| 253 | Site Conditioning                                           | Per Cabinet (Standard Bay=18 sq ft)   |        |                                | \$167.06                             |                                         |
| 254 | Safety & Security                                           | Per Cabinet (Standard Bay=18 sq ft)   |        |                                | \$352.03                             |                                         |
| 255 | Floor Space Usage                                           | Per Cabinet (Standard Bay=18 sq ft)   |        | \$115.58                       |                                      |                                         |
| 256 | <b>COMMON SYSTEMS</b>                                       |                                       |        |                                |                                      |                                         |
| 257 | Common Systems - Cageless                                   | Per Frame (Standard Bay=10 sq ft)     | S8GCM  | \$9.35                         | \$760.45                             |                                         |
| 258 | Common Systems - Cageless                                   | Per Cabinet (Standard Bay=18 sq ft)   |        | \$16.83                        | \$1,368.81                           |                                         |
| 259 | <b>PLANNING</b>                                             |                                       |        |                                |                                      |                                         |
| 260 | Planning - Central Office                                   | Per Frame (Standard Bay=10 sq ft)     | S8GCB  | \$1.13                         | \$75.54                              |                                         |
| 261 | Planning                                                    | Per Request                           | NRFCJ  |                                | \$4,601.93                           |                                         |
| 262 | Planning - Subsequent Inter. Cabling                        | Per Request                           | NRFCF  |                                | \$2,267.04                           |                                         |
| 263 | Planning - Subsequent Power Cabling                         | Per Request                           | NRFCF  |                                | \$2,306.10                           |                                         |
| 264 | Planning - Subs. Inter./Power Cabling                       | Per Request                           | NRFCG  |                                | \$2,884.60                           |                                         |
| 265 | Processing Fee                                              | Per Request                           | NRL1F  |                                | \$712.15                             |                                         |
| 266 | Planning - Non-Standard                                     | Per Request                           | NRFCCH |                                | \$1,436.00                           |                                         |
| 267 | <b>POWER PROVISIONING</b>                                   |                                       |        |                                |                                      |                                         |
| 268 | <b>Power Panel:</b>                                         |                                       |        |                                |                                      |                                         |
| 269 | 50 Amp                                                      | Per Power Panel                       | S8GC8  | \$15.77                        | \$3,079.47                           |                                         |
| 270 | 200 Amp                                                     | Per Power Panel                       | S8GC9  | \$18.75                        | \$3,659.46                           |                                         |
| 271 | <b>Power Cable and Infrastructure:</b>                      |                                       |        |                                |                                      |                                         |
| 272 | 2-20 Amp Feeds                                              | Per 2-20 Amp Power Feeds              | S8GCX  | \$7.74                         | \$2,262.52                           |                                         |
| 273 | 2-30 Amp Feeds                                              | Per 2-30 Amp Power Feeds              |        | \$8.35                         | \$2,424.71                           |                                         |
| 274 | 2-40 Amp Feeds                                              | Per 2-40 Amp Power Feeds              |        | \$8.96                         | \$2,586.91                           |                                         |
| 275 | 2-50 Amp Feeds                                              | Per 2-50 Amp Power Feeds              | S8GCY  | \$9.57                         | \$2,749.10                           |                                         |
| 276 | 2-100 Amp Feeds                                             | Per 2-100 Amp Power Feeds             | S8GCZ  | \$11.39                        | \$3,236.32                           |                                         |
| 277 | <b>Equipment Grounding:</b>                                 |                                       |        |                                |                                      |                                         |
| 278 | Ground Cable Placement                                      | Per Frame                             | S8GDB  | \$0.33                         | \$15.32                              |                                         |
| 279 | <b>DC POWER AMPERAGE CHARGE</b>                             |                                       |        |                                |                                      |                                         |
| 280 | HVAC                                                        | Per 10 Amps                           | S8GCS  | \$14.62                        |                                      |                                         |
| 281 | Per Amp                                                     | Per Amp                               | S8GCR  | \$10.61                        |                                      |                                         |
| 282 | CEV, HUT & Cabinets                                         | Per 2 Inch mounting space             | S8GCT  | \$1.27                         |                                      |                                         |
| 283 | <b>FIBER CABLE PLACEMENT</b>                                |                                       |        |                                |                                      |                                         |
| 284 | <b>Central Office:</b>                                      |                                       |        |                                |                                      |                                         |
| 285 | Fiber Cable                                                 | Per Fiber Cable Sheath                | S8GDE  | \$4.85                         | \$1,619.88                           |                                         |
| 286 | Entrance Conduit                                            | Per Fiber Cable Sheath                | S8GDO  | \$8.76                         |                                      |                                         |
| 287 | <b>CEV, HUT &amp; Cabinets:</b>                             |                                       |        |                                |                                      |                                         |
| 288 | Fiber Cable Placement                                       | Per Fiber Cable Sheath                | S8GDH  |                                | \$53.58                              |                                         |
| 289 | Entrance Conduit                                            | Per Fiber Cable Sheath                | S8GDJ  | \$2.61                         |                                      |                                         |
| 290 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                   |                                       |        |                                |                                      |                                         |
| 291 | <b>MISCELLANEOUS COSTS</b>                                  |                                       |        |                                |                                      |                                         |
| 292 | Timing Lead (1 pair per circuit)                            | Per Linear Foot, Per pair             | S8GEK  | \$0.08                         | \$14.81                              |                                         |
| 293 | Bits Timing                                                 | Per two circuits                      | S8GEJ  | \$3.58                         | \$698.82                             |                                         |
| 294 | Space Availability Report                                   | Per Premise                           | NRFCQ  |                                | \$168.04                             |                                         |
| 295 | Security Access / ID Cards                                  | Per Five Cards                        | NRFCM  |                                | \$123.35                             |                                         |
| 296 | Security Access / ID Cards/Expedite                         | Per Five Cards                        | NRFCN  |                                | \$203.35                             |                                         |
| 297 | <b>CAGELESS / POT BAY OPTIONS</b>                           |                                       |        |                                |                                      |                                         |
| 298 | Standard Equipment Bay                                      | Each                                  | NRFCO  | \$8.89                         | \$721.28                             |                                         |
| 299 | Non-Standard Cabinet Bay                                    | Each                                  | NRFCP  | \$17.78                        | \$3,470.81                           |                                         |
| 300 | VF/DS0 Termination Panel/Module                             | Each                                  | S8GE5  | \$3.10                         | \$605.64                             |                                         |
| 301 | DDP-1 Panel/Jack Access Card                                | Each                                  | S8GE6  | \$8.08                         | \$1,576.65                           |                                         |
| 302 | DS3/STS-1 Interconnect Panel                                | Each                                  | S8GE7  | \$2.38                         | \$465.47                             |                                         |
| 303 | DS3 Interconnect Module                                     | Each                                  | S8GE8  | \$0.45                         | \$87.35                              |                                         |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

**13-STATE/ASI-AADS**

|     | A                             | B                        | C     | D                              | E                                    | F                                       |
|-----|-------------------------------|--------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                  | Rate Element Description | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 304 | Fiber Optic Splitter Panel    | Each                     | S8GE9 | \$1.52                         | \$297.00                             |                                         |
| 305 | Fiber Termination Dual Module | Each                     | S8GFA | \$1.37                         | \$267.88                             |                                         |



**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                                                                | B                                                | C     | D                              | E                                    | F                                       |
|-----|------------------------------------------------------------------|--------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                     | Rate Element Description                         | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 306 | <b>CEV, HUT, CABINET</b>                                         |                                                  |       |                                |                                      |                                         |
| 307 | 24 Foot CEV                                                      | 2 Inch Mounting Space                            | S8GE3 | \$1.64                         |                                      |                                         |
| 308 | 16 Foot CEV                                                      | 2 Inch Mounting Space                            | S8GE4 | \$1.77                         |                                      |                                         |
| 309 | Maxi-Hut                                                         | 2 Inch Mounting Space                            | S8GE1 | \$0.77                         |                                      |                                         |
| 310 | Mini-Hut                                                         | 2 Inch Mounting Space                            | S8GE2 | \$1.33                         |                                      |                                         |
| 311 | Large Cabinet                                                    | 2 Inch Mounting Space                            | S8GEX | \$1.63                         |                                      |                                         |
| 312 | Medium Cabinet                                                   | 2 Inch Mounting Space                            | S8GEY | \$2.19                         |                                      |                                         |
| 313 | Small Cabinet                                                    | 2 Inch Mounting Space                            | S8GEZ | \$3.29                         |                                      |                                         |
| 314 | <b>INTERCONNECTION COSTS:</b>                                    |                                                  |       |                                |                                      |                                         |
| 315 | <b>ILEC TO CLEC CONNECTION</b>                                   |                                                  |       |                                |                                      |                                         |
| 316 | Voice Grade Arrangement                                          | 100 Copper Pairs                                 | S8GD6 | \$4.92                         | \$1,027.16                           |                                         |
| 317 | Voice Grade Arrangement                                          | 100 Shielded Pairs                               | S8GD7 | \$4.92                         | \$1,027.16                           |                                         |
| 318 | DS1 Arrangement - DCS                                            | 28 DS1                                           | S8GDL | \$297.44                       | \$3,613.06                           |                                         |
| 319 | DS1 Arrangement - DSX                                            | 28 DS1                                           | S8GDQ | \$9.79                         | \$1,346.48                           |                                         |
| 320 | DS3 Arrangement - DCS                                            | 1 DS3                                            | S8GDW | \$115.58                       | \$2,181.58                           |                                         |
| 321 | DS3 Arrangement - DSX                                            | 1 DS3                                            | S8GD1 | \$7.14                         | \$603.89                             |                                         |
| 322 | Fiber Arrangement                                                | 12 Fiber Pairs (24 Fiber Strands)                | S8GEE | \$6.55                         | \$1,779.78                           |                                         |
| 323 | <b>CLEC TO CLEC CONNECTION</b>                                   |                                                  |       |                                |                                      |                                         |
| 324 | Cable Racking and Hole for Optical                               | Per Cable                                        | S8GFE | \$0.82                         |                                      |                                         |
| 325 | Cable Racking and Hole for DS1                                   | Per Cable                                        | S8GFF | \$0.57                         |                                      |                                         |
| 326 | Cable Racking and Hole for DS3                                   | Per Cable                                        | S8GFG | \$0.50                         |                                      |                                         |
| 327 | Route Design                                                     |                                                  | NRFCX |                                | \$424.88                             |                                         |
| 328 | Connection for DS1                                               | Per 28 Circuits                                  | S8GFC | \$1.41                         | \$982.35                             |                                         |
| 329 | Connection for DS3                                               | Per Circuit                                      | S8GFD | \$1.30                         | \$433.86                             |                                         |
| 330 | Connection for Optical (Fiber)                                   | Per Cable                                        | S8GFB | \$1.38                         | \$1,404.07                           |                                         |
| 331 | <b>PROJECT MANAGEMENT</b>                                        |                                                  |       |                                |                                      |                                         |
| 332 | <b>CEV, HUT &amp; CABINET</b>                                    |                                                  |       |                                |                                      |                                         |
| 333 | Project Coordination                                             | Per CLEC Application                             | NRFCX |                                | \$631.17                             |                                         |
| 334 | <b>TIME SENSITIVE ACTIVITIES</b>                                 |                                                  |       |                                |                                      |                                         |
| 335 | <b>PRE-VISITS</b>                                                |                                                  |       |                                |                                      |                                         |
| 336 | Colloc. Ser. Mgr. - 2nd Level                                    | Per 1/4 Hour                                     | NRFCR |                                | \$23.23                              |                                         |
| 337 | Comm. Tech - Craft                                               | Per 1/4 Hour                                     | NRFCS |                                | \$19.60                              |                                         |
| 338 | CO Manager - 1st Level                                           | Per 1/4 Hour                                     | NRFCY |                                | \$19.72                              |                                         |
| 339 | Floor Space Planning - 1st Level                                 | Per 1/4 Hour                                     | NRFCU |                                | \$19.24                              |                                         |
| 340 | <b>CONSTRUCTION VISITS</b>                                       |                                                  |       |                                |                                      |                                         |
| 341 | Project Manager - 1st Level                                      | Per 1/4 Hour                                     | NRFCV |                                | \$19.24                              |                                         |
| 342 | Colloc. Ser. Mgr. - 2nd Level                                    | Per 1/4 Hour                                     | NRFCZ |                                | \$23.23                              |                                         |
| 343 |                                                                  |                                                  |       |                                |                                      |                                         |
| 344 | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b> |                                                  |       |                                |                                      |                                         |
| 345 | <b>REAL ESTATE</b>                                               |                                                  |       |                                |                                      |                                         |
| 346 | Site Conditioning                                                | Per Frame (Standard Bay=10 sq ft)                | S8FWC |                                | \$92.81                              |                                         |
| 347 | Safety & Security                                                | Per Frame (Standard Bay=10 sq ft)                | S8FWG |                                | \$195.57                             |                                         |
| 348 | Floor Space Usage                                                | Per Linear Foot                                  | S8GCO | \$24.87                        |                                      |                                         |
| 349 | <b>COMMON SYSTEMS</b>                                            |                                                  |       |                                |                                      |                                         |
| 350 | Common Systems - Common                                          | Per Linear Foot                                  | S8GCP | \$3.62                         | \$294.37                             |                                         |
| 351 | <b>PLANNING</b>                                                  |                                                  |       |                                |                                      |                                         |
| 352 | Planning - Central Office                                        | Per Linear Foot                                  | S8GCC | \$0.44                         | \$29.24                              |                                         |
| 353 | Planning                                                         | Per Request                                      | NRFCJ |                                | \$4,601.93                           |                                         |
| 354 | Planning - Subsequent Inter. Cabling                             | Per Request                                      | NRFCB |                                | \$2,267.04                           |                                         |
| 355 | Planning - Subsequent Power Cabling                              | Per Request                                      | NRFCF |                                | \$2,306.10                           |                                         |
| 356 | Planning - Subs. Inter./Power Cabling                            | Per Request                                      | NRFCG |                                | \$2,884.60                           |                                         |
| 357 | Planning - Subs. w/o cabling - Application                       |                                                  |       |                                |                                      |                                         |
| 357 | Processing Fee                                                   | Per Request                                      | NRL1F |                                | \$712.15                             |                                         |
| 358 | Planning - Non-Standard                                          | Per Request                                      | NRFCB |                                | \$1,436.00                           |                                         |
| 359 | <b>POWER PROVISIONING</b>                                        |                                                  |       |                                |                                      |                                         |
| 360 | <b>Power Panel:</b>                                              |                                                  |       |                                |                                      |                                         |
| 361 | 50 Amp                                                           | Per Power Panel (CLEC provides)                  | NONE  |                                |                                      |                                         |
| 362 | 200 Amp                                                          | Per Power Panel (CLEC provides)                  | NONE  |                                |                                      |                                         |
| 363 | <b>Power Cable and Infrastructure:</b>                           |                                                  |       |                                |                                      |                                         |
| 364 | Power Cable Rack                                                 | Per Four Power Cables or Quad                    | NONE  |                                |                                      |                                         |
| 365 | 2-20 Amp Feeds                                                   | Per 2-20 Amp Power Feeds (CLEC Provided)         | S8GF1 | \$0.25                         | \$48.23                              |                                         |
| 366 | 2-30 Amp Feeds                                                   | Per 2-30 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 367 | 2-40 Amp Feeds                                                   | Per 2-40 Amp Power Feeds (CLEC Provided)         |       | \$0.25                         | \$48.23                              |                                         |
| 368 | 2-50 Amp Feeds                                                   | Per 2-50 Amp Power Feeds (CLEC Provided)         | S8GF2 | \$0.25                         | \$48.23                              |                                         |
| 369 | 2-100 Amp Feeds                                                  | Per 2-100 Amp Power Feeds (CLEC Provided)        | S8GF3 | \$0.25                         | \$48.23                              |                                         |
| 370 | <b>Equipment Grounding:</b>                                      |                                                  |       |                                |                                      |                                         |
| 371 | Ground Cable Placement                                           | Per Linear Foot                                  | S8GDC | \$0.13                         | \$5.93                               |                                         |
| 372 | <b>DC POWER AMPERAGE CHARGE</b>                                  |                                                  |       |                                |                                      |                                         |
| 373 | HVAC                                                             | Per 10 Amps                                      | S8GCS | \$14.62                        |                                      |                                         |
| 374 | Per Amp                                                          | Per Amp                                          | S8GCR | \$10.61                        |                                      |                                         |
| 375 | <b>FIBER CABLE PLACEMENT</b>                                     |                                                  |       |                                |                                      |                                         |
| 376 | <b>Central Office:</b>                                           |                                                  |       |                                |                                      |                                         |
| 377 | Fiber Cable                                                      | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8FQ9 | \$4.85                         | \$809.13                             |                                         |
| 378 | Entrance Conduit                                                 | Per Fiber Cable Sheath                           | S8FW5 | \$8.78                         |                                      |                                         |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|     | A                                                               | B                                        | C     | D                              | E                                    | F                                       |
|-----|-----------------------------------------------------------------|------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                    | Rate Element Description                 | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 379 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                       |                                          |       |                                |                                      |                                         |
| 380 | <b>MISCELLANEOUS COSTS</b>                                      |                                          |       |                                |                                      |                                         |
| 381 | Timing Lead (1 pair per circuit)                                | Per Linear Foot, Per pair                | S8F45 | \$0.08                         | \$14.81                              |                                         |
| 382 | Bits Timing                                                     | Per two circuits                         | S8FQT | \$3.58                         | \$698.82                             |                                         |
| 383 | Space Availability Report                                       | Per Premise                              | NRFCQ |                                | \$168.04                             |                                         |
| 384 | Security Access / ID Cards                                      | Per Five Cards                           | NRFCM |                                | \$123.35                             |                                         |
| 385 | Security Access / ID Cards/Expedite                             | Per Five Cards                           | NRFCN |                                | \$203.35                             |                                         |
| 386 | <b>CAGE COMMON COSTS</b>                                        |                                          |       |                                |                                      |                                         |
| 387 | Cage Preparation                                                | Per Linear Foot                          | S8GCJ | \$1.00                         | \$157.00                             |                                         |
| 388 | <b>INTERCONNECTION COSTS:</b>                                   |                                          |       |                                |                                      |                                         |
| 389 | <b>ILEC TO CLEC CONNECTION</b>                                  |                                          |       |                                |                                      |                                         |
| 390 | Voice Grade Arrangement                                         | 100 Copper Pairs (CLEC provides cable)   | S8F3E | \$3.86                         | \$156.02                             |                                         |
| 391 | Voice Grade Arrangement                                         | 100 Shielded Pairs (CLEC provides cable) | S8FWV | \$3.86                         | \$156.02                             |                                         |
| 392 | DS1 Arrangement - DCS                                           | 28 DS1 (CLEC provides cable)             | S8F2J | \$295.42                       | \$3,105.79                           |                                         |
| 393 | DS1 Arrangement - DSX                                           | 28 DS1 (CLEC provides cable)             | S8F2P | \$6.07                         | \$486.89                             |                                         |
| 394 | DS3 Arrangement - DCS                                           | 1 DS3 (CLEC provides cable)              | S8F21 | \$115.30                       | \$1,809.40                           |                                         |
| 395 | DS3 Arrangement - DSX                                           | 1 DS3 (CLEC provides cable)              | S8F25 | \$5.69                         | \$116.67                             |                                         |
| 396 | Fiber Arrangement                                               | 12 Fiber Pairs (CLEC provides cable)     | S8F49 | \$3.76                         | \$495.49                             |                                         |
| 397 | <b>RSM Option</b>                                               |                                          |       |                                |                                      |                                         |
| 398 | Additional Dedicated HVAC Charge                                | per request                              | NRFC1 |                                | \$3,100.00                           |                                         |
| 399 | Dedicated power Plant Floor Space                               | per request                              | S8GCQ | \$394.00                       |                                      |                                         |
| 400 |                                                                 |                                          |       |                                |                                      |                                         |
| 401 | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b> |                                          |       |                                |                                      |                                         |
| 402 | <b>REAL ESTATE</b>                                              |                                          |       |                                |                                      |                                         |
| 403 | Site Conditioning                                               | Per Bay                                  | S8GCL |                                | \$92.81                              |                                         |
| 404 | Safety & Security                                               | Per Frame                                | S8GCN |                                | \$195.57                             |                                         |
| 405 | Floor Space Usage                                               | Per Linear Foot                          | S8GCO | \$24.87                        |                                      |                                         |
| 406 | <b>COMMON SYSTEMS</b>                                           |                                          |       |                                |                                      |                                         |
| 407 | Common Systems - Common                                         | Per Linear Foot                          | S8GCP | \$3.62                         | \$294.37                             |                                         |
| 408 | <b>PLANNING</b>                                                 |                                          |       |                                |                                      |                                         |
| 409 | Planning - Central Office                                       | Per Linear Foot                          | S8GCC | \$0.44                         | \$29.24                              |                                         |
| 410 | Planning                                                        | Per Request                              | NRFCJ |                                | \$4,601.93                           |                                         |
| 411 | Planning - Subsequent Inter. Cabling                            | Per Request                              | NRFCF |                                | \$2,267.04                           |                                         |
| 412 | Planning - Subsequent Power Cabling                             | Per Request                              | NRFCF |                                | \$2,306.10                           |                                         |
| 413 | Planning - Subs. Inter./Power Cabling                           | Per Request                              | NRFCG |                                | \$2,884.60                           |                                         |
| 414 | Planning - Subs. w/o cabling - Application                      |                                          |       |                                |                                      |                                         |
| 415 | Processing Fee                                                  | Per Request                              | NRL1F |                                | \$712.15                             |                                         |
| 416 | Planning - Non-Standard                                         | Per Request                              | NRFCF |                                | \$1,438.00                           |                                         |
| 417 | <b>POWER PROVISIONING</b>                                       |                                          |       |                                |                                      |                                         |
| 418 | <b>Power Panel:</b>                                             |                                          |       |                                |                                      |                                         |
| 419 | 50 Amp                                                          | Per Power Panel                          | S8GC8 | \$15.77                        | \$3,079.47                           |                                         |
| 420 | 200 Amp                                                         | Per Power Panel                          | S8GC9 | \$18.75                        | \$3,659.46                           |                                         |
| 421 | <b>Power Cable and Infrastructure:</b>                          |                                          |       |                                |                                      |                                         |
| 422 | 2-20 Amp Feeds                                                  | Per 2-20 Amp Power Feeds                 | S8GC1 | \$7.74                         | \$1,570.84                           |                                         |
| 423 | 2-30 Amp Feeds                                                  | Per 2-30 Amp Power Feeds                 |       | \$8.35                         | \$2,424.71                           |                                         |
| 424 | 2-40 Amp Feeds                                                  | Per 2-40 Amp Power Feeds                 |       | \$8.96                         | \$2,586.91                           |                                         |
| 425 | 2-50 Amp Feeds                                                  | Per 2-50 Amp Power Feeds                 | S8GC2 | \$9.57                         | \$1,954.85                           |                                         |
| 426 | 2-100 Amp Feeds                                                 | Per 2-100 Amp Power Feeds                | S8GC3 | \$11.39                        | \$2,344.44                           |                                         |
| 427 | <b>Equipment Grounding:</b>                                     |                                          |       |                                |                                      |                                         |
| 428 | Ground Cable Placement                                          | Per Linear Foot                          | S8GDC | \$0.13                         | \$5.93                               |                                         |
| 429 | <b>DC POWER AMPERAGE CHARGE</b>                                 |                                          |       |                                |                                      |                                         |
| 430 | HVAC                                                            | Per 10 Amps                              | S8GCS | \$14.62                        |                                      |                                         |
| 431 | Per Amp                                                         | Per Amp                                  | S8GCR | \$10.61                        |                                      |                                         |
| 432 | <b>FIBER CABLE PLACEMENT</b>                                    |                                          |       |                                |                                      |                                         |
| 433 | <b>Central Office:</b>                                          |                                          |       |                                |                                      |                                         |
| 434 | Fiber Cable                                                     | Per Fiber Cable Sheath                   | S8GDE | \$4.85                         | \$1,619.88                           |                                         |
| 435 | Entrance Conduit                                                | Per Fiber Cable Sheath                   | S8GDD | \$8.76                         |                                      |                                         |
| 436 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                       |                                          |       |                                |                                      |                                         |
| 437 | <b>MISCELLANEOUS COSTS</b>                                      |                                          |       |                                |                                      |                                         |
| 438 | Timing Lead (1 pair per circuit)                                | Per Linear Foot, Per pair                | S8GEK | \$0.08                         | \$14.81                              |                                         |
| 439 | Bits Timing                                                     | Per two circuits                         | S8GEJ | \$3.58                         | \$698.82                             |                                         |
| 440 | Space Availability Report                                       | Per Premise                              | NRFCQ |                                | \$168.04                             |                                         |
| 441 | Security Access / ID Cards                                      | Per Five Cards                           | NRFCM |                                | \$123.35                             |                                         |
| 442 | Security Access / ID Cards/Expedite                             | Per Five Cards                           | NRFCN |                                | \$203.35                             |                                         |
| 443 | <b>CAGE COMMON COSTS</b>                                        |                                          |       |                                |                                      |                                         |
| 444 | Cage Preparation                                                | Per Linear Foot                          | S8GCJ | \$1.00                         | \$157.00                             |                                         |
| 445 | <b>INTERCONNECTION COSTS:</b>                                   |                                          |       |                                |                                      |                                         |
| 446 | <b>ILEC TO CLEC CONNECTION</b>                                  |                                          |       |                                |                                      |                                         |
| 447 | Voice Grade Arrangement                                         | 100 Copper Pairs                         | S8GD8 | \$4.92                         | \$1,027.16                           |                                         |
| 448 | Voice Grade Arrangement                                         | 100 Shielded Pairs                       | S8GD9 | \$4.92                         | \$1,027.16                           |                                         |
| 449 | DS1 Arrangement - DCS                                           | 28 DS1                                   | S8GDM | \$297.44                       | \$3,613.06                           |                                         |
| 450 | DS1 Arrangement - DSX                                           | 28 DS1                                   | S8GDR | \$9.79                         | \$1,346.48                           |                                         |
| 451 | DS3 Arrangement - DCS                                           | 1 DS3                                    | S8GDX | \$115.58                       | \$2,181.58                           |                                         |
| 452 | DS3 Arrangement - DSX                                           | 1 DS3                                    | S8GD2 | \$7.14                         | \$603.89                             |                                         |
| 453 | Fiber Arrangement                                               | 12 Fiber Pairs (24 Fiber Strands)        | S8GEF | \$6.55                         | \$1,779.78                           |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                                                           | B                                        | C     | D                              | E                                    | F                                       |
|-----|-------------------------------------------------------------|------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                | Rate Element Description                 | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 453 | <b>RSM Option</b>                                           |                                          |       |                                |                                      |                                         |
| 454 | Additional Dedicated HVAC Charge                            | Per Request                              | NRFL  |                                | \$3,100.00                           |                                         |
| 455 | Dedicated power Plant Floor Space                           | Per Request                              | S8GCQ | \$394.00                       |                                      |                                         |
| 456 |                                                             |                                          |       |                                |                                      |                                         |
| 457 | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b> |                                          |       |                                |                                      |                                         |
| 458 | <b>REAL ESTATE</b>                                          |                                          |       |                                |                                      |                                         |
| 459 | Site Conditioning                                           | Per Frame                                | S8FX5 |                                | \$92.81                              |                                         |
| 460 | Safety & Security                                           | Per Frame                                | S8FX6 |                                | \$195.57                             |                                         |
| 461 | Floor Space Usage                                           | Per Frame                                | S8F62 | \$28.91                        |                                      |                                         |
| 462 | Site Conditioning                                           | Per Cabinet (Standard Bay=18 sq ft)      |       |                                | \$167.06                             |                                         |
| 463 | Safety & Security                                           | Per Cabinet (Standard Bay=18 sq ft)      |       |                                | \$352.03                             |                                         |
| 464 | Floor Space Usage                                           | Per Cabinet (Standard Bay=18 sq ft)      |       | \$52.04                        |                                      |                                         |
| 465 | <b>COMMON SYSTEMS</b>                                       |                                          |       |                                |                                      |                                         |
| 466 | Common Systems - Standard                                   | Per Frame                                | S8F64 | \$10.75                        |                                      |                                         |
| 467 | Common Systems - Non-Standard                               | Per Cabinet                              | S8F65 | \$19.36                        |                                      |                                         |
| 468 | <b>PLANNING</b>                                             |                                          |       |                                |                                      |                                         |
| 469 | Planning                                                    | Per Request                              | NRM99 |                                | \$5,555.76                           |                                         |
| 470 | Planning - Subsequent Inter. Cabling                        | Per Request                              | NRMA3 |                                | \$2,224.49                           |                                         |
| 471 | Planning - Subsequent Power Cabling                         | Per Request                              | NRMAA |                                | \$2,303.84                           |                                         |
| 472 | Planning - Subs. Inter./Power Cabling                       | Per Request                              | NRMAX |                                | \$2,882.61                           |                                         |
| 473 | Planning - Subs. w/o cabling - Application Processing Fee   | Per Request                              | NRL56 |                                | \$472.78                             |                                         |
| 474 | <b>POWER PROVISIONING</b>                                   |                                          |       |                                |                                      |                                         |
| 475 | <b>Power Cable and Infrastructure:</b>                      |                                          |       |                                |                                      |                                         |
| 476 | Power Cable Rack                                            | Per Four Power Cables or Quad            | NONE  |                                |                                      |                                         |
| 477 | 2-20 Amp Feeds                                              | Per 2-20 Amp Power Feeds (CLEC Provided) | S8GFO | \$0.52                         |                                      |                                         |
| 478 | 2-30 Amp Feeds                                              | Per 2-30 Amp Power Feeds (CLEC Provided) |       | \$0.52                         |                                      |                                         |
| 479 | 2-40 Amp Feeds                                              | Per 2-40 Amp Power Feeds (CLEC Provided) |       | \$0.52                         |                                      |                                         |
| 480 | 2-50 Amp Feeds                                              | Per 2-50 Amp Power Feeds (CLEC Provided) | S8GFP | \$0.52                         |                                      |                                         |
| 481 | <b>Equipment Grounding:</b>                                 |                                          |       |                                |                                      |                                         |
| 482 | Ground Cable Placement                                      | Per Frame                                | S8F69 | \$0.36                         |                                      |                                         |
| 483 | <b>DC POWER AMPERAGE CHARGE</b>                             |                                          |       |                                |                                      |                                         |
| 484 | HVAC                                                        | Per 10 Amps                              | S8FXO | \$14.62                        |                                      |                                         |
| 485 | Per Amp                                                     | Per Amp                                  | S8FXN | \$10.61                        |                                      |                                         |
| 486 | CEV, HUT & Cabinets                                         | Per 2 inch mounting space                | S8FXP | \$1.27                         |                                      |                                         |
| 487 | <b>FIBER CABLE PLACEMENT</b>                                |                                          |       |                                |                                      |                                         |
| 488 | <b>Central Office:</b>                                      |                                          |       |                                |                                      |                                         |
| 489 | Fiber Cable                                                 | Per Fiber Cable Sheath                   | S8F8F | \$11.01                        | \$1,971.42                           |                                         |
| 490 | Entrance Conduit                                            | Per Fiber Cable Sheath                   | S8F8G | \$8.17                         |                                      |                                         |
| 491 | <b>CEV, HUT &amp; Cabinets:</b>                             |                                          |       |                                |                                      |                                         |
| 492 | Fiber Cable Placement                                       | Per Fiber Cable Sheath                   | S8FXQ |                                | \$53.58                              |                                         |
| 493 | Entrance Conduit                                            | Per Fiber Cable Sheath                   | S8FXR | \$2.61                         |                                      |                                         |
| 494 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                   |                                          |       |                                |                                      |                                         |
| 495 | <b>MISCELLANEOUS COSTS</b>                                  |                                          |       |                                |                                      |                                         |
| 496 | Timing Lead (1 pair per circuit)                            | Per Linear Foot, Per pair                | S8FXT | \$0.08                         | \$14.81                              |                                         |
| 497 | Bits Timing                                                 | Per two circuits                         | S8FXS | \$3.58                         | \$698.82                             |                                         |
| 498 | <b>VIRTUAL FRAME OPTIONS</b>                                |                                          |       |                                |                                      |                                         |
| 499 | Standard Equipment Bay                                      | Each (CLEC Provided)                     | NONE  |                                |                                      |                                         |
| 500 | <b>CEV, HUT, CABINET</b>                                    |                                          |       |                                |                                      |                                         |
| 501 | 24 Foot CEV                                                 | 2 Inch Mounting Space                    | S8FXZ | \$1.64                         |                                      |                                         |
| 502 | 16 Foot CEV                                                 | 2 Inch Mounting Space                    | S8FY6 | \$1.77                         |                                      |                                         |
| 503 | Maxi-Hut                                                    | 2 Inch Mounting Space                    | S8FXX | \$0.77                         |                                      |                                         |
| 504 | Mini-Hut                                                    | 2 Inch Mounting Space                    | S8FXY | \$1.33                         |                                      |                                         |
| 505 | Large Cabinet                                               | 2 Inch Mounting Space                    | S8FXU | \$1.63                         |                                      |                                         |
| 506 | Medium Cabinet                                              | 2 Inch Mounting Space                    | S8FXV | \$2.19                         |                                      |                                         |
| 507 | Small Cabinet                                               | 2 Inch Mounting Space                    | S8FXW | \$3.29                         |                                      |                                         |
| 508 | <b>INTERCONNECTION COSTS:</b>                               |                                          |       |                                |                                      |                                         |
| 509 | <b>ILEC TO CLEC CONNECTION</b>                              |                                          |       |                                |                                      |                                         |
| 510 | Voice Grade Arrangement                                     | 100 Copper Pairs (CLEC provides cable)   | S8F82 | \$3.86                         | \$225.02                             |                                         |
| 511 | Voice Grade Arrangement                                     | 100 Shielded Pairs (CLEC provides cable) | S8F83 | \$3.86                         | \$225.02                             |                                         |
| 512 | DS1 Arrangement - DCS                                       | 28 DS1 (CLEC provides cable)             | S8F8X | \$295.42                       | \$3,496.22                           |                                         |
| 513 | DS1 Arrangement - DSX                                       | 28 DS1 (CLEC provides cable)             | S8F8Y | \$6.07                         | \$651.13                             |                                         |
| 514 | DS3 Arrangement - DCS                                       | 1 DS3 (CLEC provides cable)              | S8F8Z | \$115.30                       | \$2,186.12                           |                                         |
| 515 | DS3 Arrangement - DSX                                       | 1 DS3 (CLEC provides cable)              | S8F81 | \$5.69                         | \$204.42                             |                                         |
| 516 | Fiber Arrangement                                           | 12 Fiber Pairs (CLEC provides cable)     | S8F84 | \$10.47                        | \$152.71                             |                                         |
| 517 | <b>VIRTUAL TO VIRTUAL CONNECTION</b>                        |                                          |       |                                |                                      |                                         |
| 518 | Cable Racking and Hole for Optical                          | Per Cable                                | S8FY7 | \$0.90                         |                                      |                                         |
| 519 | Cable Racking and Hole for DS1                              | Per Cable                                | S8FY8 | \$0.49                         |                                      |                                         |
| 520 | Cable Racking and Hole for DS3                              | Per Cable                                | S8FY9 | \$0.35                         |                                      |                                         |
| 521 | Route Design                                                |                                          | NRLWF |                                | \$463.36                             |                                         |
| 522 | Connection for DS1                                          | Per 28 Circuits (CLEC provides cable)    | S8GFQ | \$0.41                         | \$0.00                               |                                         |
| 523 | Connection for DS3                                          | Per Circuit (CLEC provides cable)        | S8GFR | \$0.27                         | \$0.00                               |                                         |
| 524 | Connection for Optical                                      | Per Cable (CLEC provides cable)          | S8GFS | \$0.81                         | \$0.00                               |                                         |
| 525 | <b>PROJECT MANAGEMENT</b>                                   |                                          |       |                                |                                      |                                         |
| 526 | <b>CEV, HUT &amp; CABINET</b>                               |                                          |       |                                |                                      |                                         |
| 527 | Project Coordination                                        | Per CLEC Application Augment             | NRFCX |                                | \$631.17                             |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|     | A                                                          | B                                   | C     | D                              | E                                    | F                                       |
|-----|------------------------------------------------------------|-------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                               | Rate Element Description            | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
|     | <b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>           |                                     |       |                                |                                      |                                         |
| 528 | <b>CENTRAL OFFICE TYPE</b>                                 |                                     |       |                                |                                      |                                         |
| 529 |                                                            |                                     |       |                                |                                      |                                         |
| 530 | Staffed CO During Normal Business Hours                    | Per 1/4 Hour                        | NRMHK |                                | \$15.15                              |                                         |
| 531 | Staffed CO During Outside Normal Business Hours            | 4 Hour Minium - Initial             | NRMHN |                                | \$242.35                             |                                         |
| 532 | Staffed CO During Outside Normal Business Hours            | Per 1/4 Hour - Additional           | NRMJ7 |                                | \$15.15                              |                                         |
| 533 | Not Staffed CO/RT During Normal Business Hours             | Per 1/4 Hour                        | NRMJ8 |                                | \$15.15                              |                                         |
| 534 | Not Staffed CO/RT During Outside Normal Business Hours     | 4 Hour Minium - Initial             | NRMJ9 |                                | \$242.35                             |                                         |
| 535 | Not Staffed CO/RT During Outside Normal Business Hours     | Per 1/4 Hour - Additional           | NRML7 |                                | \$15.15                              |                                         |
| 536 | <b>CEV, HUT &amp; CABINET</b>                              |                                     |       |                                |                                      |                                         |
| 537 | Per Visit                                                  | 4 Hour Minium - Initial             | NRMJ9 |                                | \$242.35                             |                                         |
| 538 | Per Visit                                                  | Per 1/4 Hour - Additional           | NRML7 |                                | \$15.15                              |                                         |
| 539 | <b>ADDITIONAL LABOR ELEMENTS</b>                           |                                     |       |                                |                                      |                                         |
| 540 | <b>TRAINING</b>                                            |                                     |       |                                |                                      |                                         |
| 541 | Communications Tech                                        | Per 1/2 Hour                        | NRMCD |                                | \$39.21                              |                                         |
| 542 | CO Manager                                                 | Per 1/2 Hour                        | NRME9 |                                | \$39.45                              |                                         |
| 543 | Power Engineer                                             | Per 1/2 Hour                        | NRMF9 |                                | \$38.47                              |                                         |
| 544 | Equipment Engineer                                         | Per 1/2 Hour                        | NRMHJ |                                | \$38.47                              |                                         |
| 545 | <b>EQUIPMENT EVALUATION COST</b>                           |                                     |       |                                |                                      |                                         |
| 546 | Equipment Engineer                                         | Per 1/2 Hour                        | NRMO9 |                                | \$38.47                              |                                         |
| 547 | <b>TEST AND ACCEPTANCE</b>                                 |                                     |       |                                |                                      |                                         |
| 548 | Communications Tech                                        | Per 1/2 Hour                        | NRMP2 |                                | \$39.21                              |                                         |
| 549 |                                                            |                                     |       |                                |                                      |                                         |
| 550 | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b> |                                     |       |                                |                                      |                                         |
| 551 | <b>REAL ESTATE</b>                                         |                                     |       |                                |                                      |                                         |
| 552 | Site Conditioning                                          | Per Frame                           | S8FX5 |                                | \$92.81                              |                                         |
| 553 | Safety & Security                                          | Per Frame                           | S8FX6 |                                | \$195.57                             |                                         |
| 554 | Floor Space Usage                                          | Per Frame                           | S8FX1 | \$28.91                        |                                      |                                         |
| 555 | Site Conditioning                                          | Per Cabinet (Standard Bay=18 sq ft) |       |                                | \$167.06                             |                                         |
| 556 | Safety & Security                                          | Per Cabinet (Standard Bay=18 sq ft) |       |                                | \$352.03                             |                                         |
| 557 | Floor Space Usage                                          | Per Cabinet (Standard Bay=18 sq ft) |       | \$52.04                        |                                      |                                         |
| 558 | <b>COMMON SYSTEMS</b>                                      |                                     |       |                                |                                      |                                         |
| 559 | Common Systems - Standard                                  | Per Frame                           | S8FX3 | \$10.75                        |                                      |                                         |
| 560 | Common Systems - Non-Standard                              | Per Frame                           | S8FX4 | \$19.36                        |                                      |                                         |
| 561 | <b>PLANNING</b>                                            |                                     |       |                                |                                      |                                         |
| 562 | Planning                                                   | Per Request                         | NRM99 |                                | \$5,555.76                           |                                         |
| 563 | Planning - Subsequent Inter. Cabling                       | Per Request                         | NRMA3 |                                | \$2,224.49                           |                                         |
| 564 | Planning - Subsequent Power Cabling                        | Per Request                         | NRMAA |                                | \$2,303.84                           |                                         |
| 565 | Planning - Subs. Inter./Power Cabling                      | Per Request                         | NRMAX |                                | \$2,882.61                           |                                         |
| 566 | Planning - Subs. w/o cabling - Application                 | Per Request                         | NRL56 |                                | \$472.78                             |                                         |
| 567 | <b>POWER PROVISIONING</b>                                  |                                     |       |                                |                                      |                                         |
| 568 | <b>Power Cable and Infrastructure:</b>                     |                                     |       |                                |                                      |                                         |
| 569 | 2-20 Amp Feeds                                             | Per 2-20 Amp Power Feeds            | S8FX7 | \$7.74                         | \$1,570.84                           |                                         |
| 570 | 2-30 Amp Feeds                                             | Per 2-30 Amp Power Feeds            |       | \$8.35                         | \$2,424.71                           |                                         |
| 571 | 2-40 Amp Feeds                                             | Per 2-40 Amp Power Feeds            |       | \$8.96                         | \$2,586.91                           |                                         |
| 572 | 2-50 Amp Feeds                                             | Per 2-50 Amp Power Feeds            | S8FX8 | \$9.57                         | \$1,954.85                           |                                         |
| 573 | <b>Equipment Grounding:</b>                                |                                     |       |                                |                                      |                                         |
| 574 | Ground Cable Placement                                     | Per Frame                           | S8FX9 | \$0.36                         |                                      |                                         |
| 575 | <b>DC POWER AMPERAGE CHARGE</b>                            |                                     |       |                                |                                      |                                         |
| 576 | HVAC                                                       | Per 10 Amps                         | S8FXO | \$14.62                        |                                      |                                         |
| 577 | Per Amp                                                    | Per Amp                             | S8FXN | \$10.61                        |                                      |                                         |
| 578 | CEV, HUT & Cabinets                                        | Per 2 inch mounting space           | S8FXP | \$1.27                         |                                      |                                         |
| 579 | <b>FIBER CABLE PLACEMENT</b>                               |                                     |       |                                |                                      |                                         |
| 580 | <b>Central Office:</b>                                     |                                     |       |                                |                                      |                                         |
| 581 | Fiber Cable                                                | Per Fiber Cable Sheath              | S8F8F | \$11.01                        | \$1,971.42                           |                                         |
| 582 | Entrance Conduit                                           | Per Fiber Cable Sheath              | S8F8G | \$8.17                         |                                      |                                         |
| 583 | <b>CEV, HUT &amp; Cabinets:</b>                            |                                     |       |                                |                                      |                                         |
| 584 | Fiber Cable Placement                                      | Per Fiber Cable Sheath              | S8FXQ |                                | \$53.58                              |                                         |
| 585 | Entrance Conduit                                           | Per Fiber Cable Sheath              | S8FXR | \$2.61                         |                                      |                                         |
| 586 | <b>MISCELLANEOUS &amp; OPTIONAL COST:</b>                  |                                     |       |                                |                                      |                                         |
| 587 | <b>MISCELLANEOUS COSTS</b>                                 |                                     |       |                                |                                      |                                         |
| 588 | Timing Lead (1 pair per circuit)                           | Per Linear Foot, Per pair           | S8FXT | \$0.08                         | \$14.81                              |                                         |
| 589 | Bits Timing                                                | Per two circuits                    | S8FXS | \$3.58                         | \$698.82                             |                                         |
| 590 | <b>VIRTUAL FRAME OPTIONS</b>                               |                                     |       |                                |                                      |                                         |
| 591 | Standard Equipment Bay                                     | Each                                | S8FX2 | \$22.19                        |                                      |                                         |
| 592 | <b>CEV, HUT, CABINET</b>                                   |                                     |       |                                |                                      |                                         |
| 593 | 24 Foot CEV                                                | 2 Inch Mounting Space               | S8FXZ | \$1.64                         |                                      |                                         |
| 594 | 16 Foot CEV                                                | 2 Inch Mounting Space               | S8FY6 | \$1.77                         |                                      |                                         |
| 595 | Maxi-Hut                                                   | 2 Inch Mounting Space               | S8FXX | \$0.77                         |                                      |                                         |
| 596 | Mini-Hut                                                   | 2 Inch Mounting Space               | S8FXY | \$1.33                         |                                      |                                         |
| 597 | Large Cabinet                                              | 2 Inch Mounting Space               | S8FXU | \$1.63                         |                                      |                                         |
| 598 | Medium Cabinet                                             | 2 Inch Mounting Space               | S8FXV | \$2.19                         |                                      |                                         |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
 September 30, 2004

13-STATE/ASI-AADS

|     | A             | B                        | C     | D                              | E                                    | F                                       |
|-----|---------------|--------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type  | Rate Element Description | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 599 | Small Cabinet | 2 Inch Mounting Space    | S8FXW | \$3.29                         |                                      |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI -AADS

|     | A                                                                    | B                                               | C     | D                              | E                                    | F                                       |
|-----|----------------------------------------------------------------------|-------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                         | Rate Element Description                        | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 600 | <b>INTERCONNECTION COSTS:</b>                                        |                                                 |       |                                |                                      |                                         |
| 601 | <b>ILEC TO CLEC CONNECTION</b>                                       |                                                 |       |                                |                                      |                                         |
| 602 | Voice Grade Arrangement                                              | 100 Copper Pairs                                | S8FXC | \$4.94                         | \$1,481.37                           |                                         |
| 603 | Voice Grade Arrangement                                              | 100 Shielded Pairs                              | S8FXD | \$4.94                         | \$1,481.37                           |                                         |
| 604 | DS1 Arrangement - DCS                                                | 28 DS1                                          | S8FXE | \$297.44                       | \$4,067.27                           |                                         |
| 605 | DS1 Arrangement - DSX                                                | 28 DS1                                          | S8FXF | \$9.79                         | \$1,800.69                           |                                         |
| 606 | DS3 Arrangement - DCS                                                | 1 DS3                                           | S8FXG | \$115.59                       | \$2,635.79                           |                                         |
| 607 | DS3 Arrangement - DSX                                                | 1 DS3                                           | S8FXH | \$7.14                         | \$1,058.10                           |                                         |
| 608 | Fiber Arrangement                                                    | 12 Fiber Pairs (24 Fiber Strands)               | S8FXJ | \$6.55                         | \$1,996.19                           |                                         |
| 609 | <b>VIRTUAL TO VIRTUAL CONNECTION</b>                                 |                                                 |       |                                |                                      |                                         |
| 610 | Cable Racking and Hole for Optical                                   | Per Cable                                       | S8FY7 | \$0.90                         |                                      |                                         |
| 611 | Cable Racking and Hole for DS1                                       | Per Cable                                       | S8FY8 | \$0.49                         |                                      |                                         |
| 612 | Cable Racking and Hole for DS3                                       | Per Cable                                       | S8FY9 | \$0.35                         |                                      |                                         |
| 613 | Route Design                                                         |                                                 | NRML9 |                                | \$463.36                             |                                         |
| 614 | Connection for DS1                                                   | Per 28 Circuits                                 | S8FXL | \$3.34                         | \$930.53                             |                                         |
| 615 | Connection for DS3                                                   | Per Circuit                                     | S8FXM | \$3.26                         | \$706.77                             |                                         |
| 616 | Connection for Optical                                               | Per Cable                                       | S8FXK | \$3.32                         | \$1,095.09                           |                                         |
| 617 | <b>PROJECT MANAGEMENT</b>                                            |                                                 |       |                                |                                      |                                         |
| 618 | <b>CEV, HUT &amp; CABINET</b>                                        |                                                 |       |                                |                                      |                                         |
| 619 | Project Coordination                                                 | Per CLEC Application Augment                    | NRFCX |                                | \$631.17                             |                                         |
| 620 | <b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>                     |                                                 |       |                                |                                      |                                         |
| 621 | <b>CENTRAL OFFICE TYPE</b>                                           |                                                 |       |                                |                                      |                                         |
| 622 | Staffed CO During Normal Business Hours                              | Per 1/4 Hour                                    | NRMHK |                                | \$15.15                              |                                         |
| 623 | Staffed CO During Outside Normal Business Hours                      | 4 Hour Minium - Initial                         | NRMHN |                                | \$242.35                             |                                         |
| 624 | Staffed CO During Outside Normal Business Hours                      | Per 1/4 Hour - Additional                       | NRMJ7 |                                | \$15.15                              |                                         |
| 625 | Not Staffed CO/RT During Normal Business Hours                       | Per 1/4 Hour                                    | NRMJ8 |                                | \$15.15                              |                                         |
| 626 | Not Staffed CO/RT During Outside Normal Business Hours               | 4 Hour Minium - Initial                         | NRMJ9 |                                | \$242.35                             |                                         |
| 627 | Not Staffed CO/RT During Outside Normal Business Hours               | Per 1/4 Hour - Additional                       | NRML7 |                                | \$15.15                              |                                         |
| 628 | <b>CEV, HUT &amp; CABINET</b>                                        |                                                 |       |                                |                                      |                                         |
| 629 | Per Visit                                                            | 4 Hour Minium - Initial                         | NRMJ9 |                                | \$242.35                             |                                         |
| 630 | Per Visit                                                            | Per 1/4 Hour - Additional                       | NRML7 |                                | \$15.15                              |                                         |
| 631 | <b>ADDITIONAL LABOR ELEMENTS</b>                                     |                                                 |       |                                |                                      |                                         |
| 632 | <b>TRAINING</b>                                                      |                                                 |       |                                |                                      |                                         |
| 633 | Communications Tech                                                  | Per 1/2 Hour                                    | NRMCD |                                | \$39.21                              |                                         |
| 634 | CO Manager                                                           | Per 1/2 Hour                                    | NRME9 |                                | \$39.45                              |                                         |
| 635 | Power Engineer                                                       | Per 1/2 Hour                                    | NRMF9 |                                | \$38.47                              |                                         |
| 636 | Equipment Engineer                                                   | Per 1/2 Hour                                    | NRMHJ |                                | \$38.47                              |                                         |
| 637 | <b>EQUIPMENT EVALUATION COST</b>                                     |                                                 |       |                                |                                      |                                         |
| 638 | Equipment Engineer                                                   | Per 1/2 Hour                                    | NRMO9 |                                | \$38.47                              |                                         |
| 639 | <b>TEST AND ACCEPTANCE</b>                                           |                                                 |       |                                |                                      |                                         |
| 640 | Communications Tech                                                  | Per 1/2 Hour                                    | NRMP2 |                                | \$39.21                              |                                         |
| 641 | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b> |                                                 |       |                                |                                      |                                         |
| 642 | <b>PLANNING</b>                                                      |                                                 |       |                                |                                      |                                         |
| 643 | Planning - Initial                                                   | Per Request                                     | NRFA1 |                                | \$9,268.73                           |                                         |
| 644 | Planning - Subsequent                                                | Per Request                                     | NRFA2 |                                | \$1,606.77                           |                                         |
| 645 | <b>REAL ESTATE</b>                                                   |                                                 |       |                                |                                      |                                         |
| 646 | Land Rental                                                          | Per Square Foot                                 | S8GEN | \$0.44                         |                                      |                                         |
| 647 | <b>POWER PROVISIONING</b>                                            |                                                 |       |                                |                                      |                                         |
| 648 | <b>Power Cable and Infrastructure:</b>                               |                                                 |       |                                |                                      |                                         |
| 649 | 2-100 Amp Feeds                                                      | Per 2-100 Amp Power Feeds (CLEC provides cable) | NONE  |                                |                                      |                                         |
| 650 | 2-200 Amp Feeds                                                      | Per 2-200 Amp Power Feeds (CLEC provides cable) | NONE  |                                |                                      |                                         |
| 651 | 2-300 Amp Feeds                                                      | Per 2-300 Amp Power Feeds (CLEC provides cable) | NONE  |                                |                                      |                                         |
| 652 | 2-400 Amp Feeds                                                      | Per 2-400 Amp Power Feeds (CLEC provides cable) | NONE  |                                |                                      |                                         |
| 653 | <b>AC Service:</b>                                                   |                                                 |       |                                |                                      |                                         |
| 654 | Extension of 100 Amp AC Service (Opt.)                               | Per Request                                     | NRFCW |                                | \$6,447.00                           |                                         |
| 655 | AC Usage                                                             | Per KWH                                         | S8GEO | \$0.05                         |                                      |                                         |

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**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|     | A                                                                   | B                                                | C     | D                              | E                                    | F                                       |
|-----|---------------------------------------------------------------------|--------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                        | Rate Element Description                         | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 657 | <b>DC POWER AMPERAGE CHARGE</b>                                     |                                                  |       |                                |                                      |                                         |
| 658 | Per Amp                                                             | Per Amp                                          | S8GCR | \$10.61                        |                                      |                                         |
| 659 | <b>FIBER CABLE PLACEMENT</b>                                        |                                                  |       |                                |                                      |                                         |
| 660 | Fiber Installation                                                  | Per Fiber Cable Sheath (CLEC Vendor Pulls Cable) | S8GF4 | \$2.13                         | \$488.48                             |                                         |
| 661 | Entrance Fiber Racking                                              | Per Rack/Conduit Duct                            | S8GDG | \$1.55                         |                                      |                                         |
| 662 | <b>CABLE RACK</b>                                                   |                                                  |       |                                |                                      |                                         |
| 663 | DC Power Cable Rack                                                 | Per Rack                                         | S8GEP | \$13.64                        | \$2,667.22                           |                                         |
| 664 | Fiber Cable Rack                                                    | Per Rack                                         | S8GEQ | \$20.63                        |                                      |                                         |
| 665 | Interconnection Arrangement (Copper) Racking                        | Per Rack                                         | S8GER | \$30.63                        |                                      |                                         |
| 666 | <b>CONDUIT PLACEMENT</b>                                            |                                                  |       |                                |                                      |                                         |
| 667 | DC Power Cable Rack                                                 | Per Rack                                         | S8GES |                                | \$7,386.71                           |                                         |
| 668 | Fiber Cable Rack                                                    | Per Rack                                         | S8GET |                                | \$4,711.89                           |                                         |
| 669 | Interconnection Arrangement (Copper) Racking                        | Per Rack                                         | S8GEU |                                | \$5,545.50                           |                                         |
| 670 | <b>INTERCONNECTION COSTS:</b>                                       |                                                  |       |                                |                                      |                                         |
| 671 | <b>ILEC TO CLEC CONNECTION</b>                                      |                                                  |       |                                |                                      |                                         |
| 672 | Voice Grade Arrangement                                             | 100 Copper Pairs (CLEC provides cable)           | S8F3G | \$3.86                         | \$156.02                             |                                         |
| 673 | Voice Grade Arrangement                                             | 100 Shielded Pairs (CLEC provides cable)         | S8FWW | \$3.86                         | \$156.02                             |                                         |
| 674 | DS1 Arrangement - DCS                                               | 28 DS1 (CLEC provides cable)                     | S8F2L | \$295.42                       | \$3,105.79                           |                                         |
| 675 | DS1 Arrangement - DSX                                               | 28 DS1 (CLEC provides cable)                     | S8F2R | \$6.07                         | \$486.89                             |                                         |
| 676 | DS3 Arrangement - DCS                                               | 1 DS3 (CLEC provides cable)                      | S8F23 | \$115.30                       | \$1,809.40                           |                                         |
| 677 | DS3 Arrangement - DSX                                               | 1 DS3 (CLEC provides cable)                      | S8F27 | \$5.89                         | \$116.67                             |                                         |
| 678 | Fiber Arrangement                                                   | 12 Fiber Pairs (CLEC provides cable)             | S8F3N | \$3.76                         | \$495.49                             |                                         |
| 679 |                                                                     |                                                  |       |                                |                                      |                                         |
| 680 | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b> |                                                  |       |                                |                                      |                                         |
| 681 | <b>PLANNING</b>                                                     |                                                  |       |                                |                                      |                                         |
| 682 | Planning - Initial                                                  | Per Request                                      | NRFA1 |                                | \$9,268.73                           |                                         |
| 683 | Planning - Subsequent                                               | Per Request                                      | NRFA2 |                                | \$1,606.77                           |                                         |
| 684 | <b>REAL ESTATE</b>                                                  |                                                  |       |                                |                                      |                                         |
| 685 | Land Rental                                                         | Per Square Foot                                  | S8GEN | \$0.44                         |                                      |                                         |
| 686 | <b>POWER PROVISIONING</b>                                           |                                                  |       |                                |                                      |                                         |
| 687 | <b>Power Cable and Infrastructure:</b>                              |                                                  |       |                                |                                      |                                         |
| 688 | 2-100 Amp Feeds                                                     | Per 2-100 Amp Power Feeds                        | S8GC4 | \$13.84                        | \$7,853.86                           |                                         |
| 689 | 2-200 Amp Feeds                                                     | Per 2-200 Amp Power Feeds                        | S8GC5 | \$13.84                        | \$14,584.00                          |                                         |
| 690 | 2-300 Amp Feeds                                                     | Per 2-300 Amp Power Feeds                        | S8GC6 | \$13.84                        | \$20,338.00                          |                                         |
| 691 | 2-400 Amp Feeds                                                     | Per 2-400 Amp Power Feeds                        | S8GC7 | \$13.84                        | \$28,143.00                          |                                         |
| 692 | <b>AC Service:</b>                                                  |                                                  |       |                                |                                      |                                         |
| 693 | Extension of 100 Amp AC Service (Opt.)                              | Per Request                                      | NRFCW |                                | \$6,447.00                           |                                         |
| 694 | AC Usage                                                            | Per KWH                                          | S8GEO | \$0.05                         |                                      |                                         |
| 695 | <b>DC POWER AMPERAGE CHARGE</b>                                     |                                                  |       |                                |                                      |                                         |
| 696 | Per Amp                                                             | Per Amp                                          | S8GCR | \$10.61                        |                                      |                                         |
| 697 | <b>FIBER CABLE PLACEMENT</b>                                        |                                                  |       |                                |                                      |                                         |
| 698 | Fiber Installation                                                  | Per Fiber Cable Sheath                           | S8GDF | \$2.13                         | \$976.96                             |                                         |
| 699 | Entrance Fiber Racking                                              | Per Rack/Conduit Duct                            | S8GDG | \$1.55                         |                                      |                                         |
| 700 | <b>CABLE RACK</b>                                                   |                                                  |       |                                |                                      |                                         |
| 701 | DC Power Cable Rack                                                 | Per Rack                                         | S8GEP | \$13.64                        | \$2,667.22                           |                                         |
| 702 | Fiber Cable Rack                                                    | Per Rack                                         | S8GEQ | \$20.63                        |                                      |                                         |
| 703 | Interconnection Arrangement (Copper) Racking                        | Per Rack                                         | S8GER | \$30.63                        |                                      |                                         |
| 704 | <b>CONDUIT PLACEMENT</b>                                            |                                                  |       |                                |                                      |                                         |
| 705 | DC Power Cable Rack                                                 | Per 2-Duct                                       | S8GES |                                | \$7,386.71                           |                                         |
| 706 | Fiber Cable Rack                                                    | Per 1-Duct                                       | S8GET |                                | \$4,711.89                           |                                         |
| 707 | Interconnection Arrangement (Copper) Racking                        | Per 2-Duct                                       | S8GEU |                                | \$5,545.50                           |                                         |
| 708 | <b>INTERCONNECTION COSTS:</b>                                       |                                                  |       |                                |                                      |                                         |
| 709 | <b>ILEC TO CLEC CONNECTION</b>                                      |                                                  |       |                                |                                      |                                         |
| 710 | Voice Grade Arrangement                                             | 100 Copper Pairs                                 | S8GEA | \$6.19                         | \$1,371.93                           |                                         |
| 711 | Voice Grade Arrangement                                             | 100 Shielded Pairs                               | S8GEB | \$6.19                         | \$1,371.93                           |                                         |
| 712 | DS1 Arrangement - DCS                                               | 28 DS1                                           | S8GDN | \$439.98                       | \$2,341.45                           |                                         |
| 713 | DS1 Arrangement - DSX                                               | 28 DS1                                           | S8GDS | \$35.04                        | \$2,341.45                           |                                         |
| 714 | DS3 Arrangement - DCS                                               | 1 DS3                                            | S8GDY | \$242.36                       | \$598.33                             |                                         |
| 715 | DS3 Arrangement - DSX                                               | 1 DS3                                            | S8GD3 | \$12.36                        | \$598.33                             |                                         |
| 716 | Fiber Arrangement                                                   | 12 Fiber Pairs(24 Fiber Strands)                 | S8GEG | \$8.25                         | \$3,751.22                           |                                         |
| 717 |                                                                     |                                                  |       |                                |                                      |                                         |

**SBC-13STATE**  
**COLLOCATION RATE SUMMARY**  
September 30, 2004

13-STATE/ASI-AADS

|     | A                                                                     | B                                                                          | C     | D                              | E                                    | F                                       |
|-----|-----------------------------------------------------------------------|----------------------------------------------------------------------------|-------|--------------------------------|--------------------------------------|-----------------------------------------|
| 1   | Product Type                                                          | Rate Element Description                                                   | USOC  | Current Monthly Recurring Rate | Current Non-Recurring Rate (Initial) | Current Non-Recurring Rate (Additional) |
| 718 | <b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b> |                                                                            |       |                                |                                      |                                         |
| 719 | <b>PLANNING</b>                                                       |                                                                            |       |                                |                                      |                                         |
| 720 | Planning                                                              | Per Request                                                                | NRFA3 |                                | \$1,254.32                           |                                         |
| 721 | <b>CONDUIT</b>                                                        |                                                                            |       |                                |                                      |                                         |
| 722 | Conduit Space                                                         | Per Innerduct                                                              | S8GEW | \$1.17                         |                                      |                                         |
| 723 | <b>INTERCONNECTION COSTS:</b>                                         |                                                                            |       |                                |                                      |                                         |
| 724 | <b>ILEC TO CLEC CONNECTION</b>                                        |                                                                            |       |                                |                                      |                                         |
| 725 | Voice Grade/DS0 Arrangement                                           | 900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)        | S8GF5 | \$311.43                       |                                      |                                         |
| 726 | DS1 Arrangement - DCS                                                 | 28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)         | S8GF6 | \$439.96                       |                                      |                                         |
| 727 | DS1 Arrangement - DSX                                                 | 28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)         | S8GF7 | \$35.03                        |                                      |                                         |
| 728 | DS1 Arrangement - MDF                                                 | 450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)        | S8GF8 | \$311.43                       |                                      |                                         |
| 729 | Fiber Arrangement                                                     | 12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable) | S8GF9 | \$9.02                         |                                      |                                         |
| 730 |                                                                       |                                                                            |       |                                |                                      |                                         |
| 731 | <b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>  |                                                                            |       |                                |                                      |                                         |
| 732 | <b>PLANNING</b>                                                       |                                                                            |       |                                |                                      |                                         |
| 733 | Planning                                                              | Per Request                                                                | NRFA3 |                                | \$1,254.32                           |                                         |
| 734 | <b>CONDUIT</b>                                                        |                                                                            |       |                                |                                      |                                         |
| 735 | Conduit Space                                                         | Per Innerduct                                                              | S8GEW | \$1.17                         |                                      |                                         |
| 736 | <b>INTERCONNECTION COSTS:</b>                                         |                                                                            |       |                                |                                      |                                         |
| 737 | <b>ILEC TO CLEC CONNECTION</b>                                        |                                                                            |       |                                |                                      |                                         |
| 738 | Voice Grade/DS0 Arrangement                                           | 900 DS0                                                                    | S8GEC | \$311.43                       | \$485.31                             |                                         |
| 739 | DS1 Arrangement - DCS                                                 | 28 DS1                                                                     | S8GDO | \$439.96                       | \$1,830.99                           |                                         |
| 740 | DS1 Arrangement - DSX                                                 | 28 DS1                                                                     | S8GDT | \$35.03                        | \$1,830.99                           |                                         |
| 741 | DS1 Arrangement - MDF                                                 | 450 DS1                                                                    | S8GDU | \$311.43                       | \$485.31                             |                                         |
| 742 | Fiber Arrangement                                                     | 12 Fiber Pairs (24 Fiber Strands)                                          | S8GEH | \$9.02                         | \$3,370.20                           |                                         |



## APPENDIX OSS - RESALE & UNEs

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## APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, SBC NEVADA, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.26 "**LSC**" means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.
- 1.27 "**LOC**" means the Local Operations Center (LOC) for **SBC-13STATE**.
- 1.28 "**Service Bureau Provider**" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.29 "**UNE**" is as described in Appendix Lawful UNE.

## 2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC-13STATE** provides under this Interconnection Agreement (ICA service(s)). Should

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**SBC-13STATE** no longer be obligated to provide a UNE under the terms of this Agreement, **SBC-13STATE** shall no longer be obligated to offer access and use of OSS for that ICA service.

### 3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when CLEC elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE's** flat rate monthly OSS charges.
- 3.2 Proper Use of OSS interfaces:
- 3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE's** Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE's** OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.
- 3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.
- 3.3.1 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to **SBC CALIFORNIA ONLY**. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its

employees using any of SBC-13STATE's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC-13STATE to CLEC. In addition, CLEC agrees to indemnify and hold SBC-13STATE harmless against any claim made by an End User of CLEC or other third parties against SBC-13STATE caused by or related to CLEC's use of any SBC-13STATE OSS.

- 3.5 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of SBC-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
  - 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
  - 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE.
- 3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

- 3.11 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

#### 4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-Ordering functions for Resale Services and UNEs include**
- 4.2.1 Feature/Service Availability
- Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 Telephone Number Inquiry
- SBC-13STATE** provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.
- 4.2.4 Scheduling Inquiry/Availability
- 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

**SBC-13STATE** provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

**SBC-13STATE** provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

**SBC-13STATE** provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

**SBC-13STATE** provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

**SBC-13STATE** provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNEs. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-**



**13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)  
Feature/Service Availability by Switch  
Directory Names  
Class of Service Codes  
USOC (Universal Service Order Codes)  
Community Names  
Yellow Page Headings  
PIC/LPIC (InterLATA/IntraLATA)

## 5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

### 5.2 Service Order Request System Availability

5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For **SBC-13STATE**, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE**, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated

orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

- 5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

### 5.3 Provisioning for Resale Services and UNEs in **SBC-13STATE**

**SBC-13STATE** will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

- 5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

- 5.3.3 For **SBC SOUTHWEST REGION 5-STATE**, as detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

## 6. MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

- 6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

- 6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

## 7. BILLING

- 7.1 SBC-13STATE will bill CLEC for Resold services and UNEs. SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC-13STATE will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and SBC-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in SBC SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC SOUTHWEST REGION 5-STATE's Local Exchange Tariff.
- 7.2.3 For Resale Services in SBC CALIFORNIA, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.2.4 For Resale Services in SBC MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.
- 7.2.5 For Resale Services in SBC SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.2.6 In SBC-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.7 SBC-13STATE will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
- 7.2.8 In SBC CONNECTICUT, CLEC may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In SBC MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill for Resale Services via the SBC MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1 SBC-13STATE makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
- 7.3.2 In SBC SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.3.3 In SBC-13STATE, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 SBC-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing SBC-13STATE ports, change their Competitive Local Exchange Carrier.

## 8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the SBC SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to SBC-13STATE "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC SOUTHWEST REGION 5-STATE LRAF, SBC CALIFORNIA PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC-13STATE OSS via the public internet.
- 8.3 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## 9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

**9.3 Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

**9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

**9.5 General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

**9.6 User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

**9.7 User Authentication**

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

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9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

#### 9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

#### 9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

#### 9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

#### 9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

### 10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

**11. OSS TRAINING COURSES**

- 11.1 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

| Training Rates  | 5 day class | 4.5 day class | 4 day class | 3.5 day class | 3 day class | 2.5 day class | 2 day class | 1.5 day class | 1 day class | 1/2 day class |
|-----------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|
| 1 to 5 students | \$4,050     | \$3,650       | \$3,240     | \$2,835       | \$2,430     | \$2,025       | \$1,620     | \$1,215       | \$810       | \$405         |
| 6 students      | \$4,860     | \$4,380       | \$3,890     | \$3,402       | \$2,915     | \$2,430       | \$1,945     | \$1,455       | \$970       | \$490         |
| 7 students      | \$5,670     | \$5,100       | \$4,535     | \$3,969       | \$3,400     | \$2,835       | \$2,270     | \$1,705       | \$1,135     | \$570         |
| 8 students      | \$6,480     | \$5,830       | \$5,185     | \$4,536       | \$3,890     | \$3,240       | \$2,590     | \$1,950       | \$1,300     | \$650         |
| 9 students      | \$7,290     | \$6,570       | \$5,830     | \$5,103       | \$4,375     | \$3,645       | \$2,915     | \$2,190       | \$1,460     | \$730         |
| 10 students     | \$8,100     | \$7,300       | \$6,480     | \$5,670       | \$4,860     | \$4,050       | \$3,240     | \$2,430       | \$1,620     | \$810         |
| 11 students     | \$8,910     | \$8,030       | \$7,130     | \$6,237       | \$5,345     | \$4,455       | \$3,565     | \$2,670       | \$1,780     | \$890         |
| 12 students     | \$9,720     | \$8,760       | \$7,780     | \$6,804       | \$5,830     | \$4,860       | \$3,890     | \$2,920       | \$1,945     | \$970         |

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

**12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY**

- 12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

**13. MISCELLANEOUS CHARGES**

- 13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

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- 13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 13.4 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

#### 14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
  - 14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
  - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
  - 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

**APPENDIX FOR ACCESS**

**TO SBC COMMUNICATION INC.'S STRUCTURE**

**(POLES, CONDUITS, AND RIGHTS OF WAYS)**

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## APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

### 2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 **Conduit.** The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.3 **Conduit system.** The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does

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not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

- 2.4 **Duct.** The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole.** The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit.** The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct.** The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work.** The term "make-ready work" refers to all work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 **Manhole.** The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 **Other User.** The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).
- 2.11 **Overlashing.** The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole.** The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 **Rights-of-way.** The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
- 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

### 3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE's** Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:
- 3.1.1 **SBC-13STATE's** central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE's** central offices;
  - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
  - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
  - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE's** network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE's** Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE's** right to abandon, convey, or transfer to any other person or entity **SBC-13STATE's** interest in any of **SBC-13STATE's** Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

### 4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Appendix shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.
- 4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.

- 4.5 Elective Termination by SBC-13STATE. Attaching Party shall, within 60 days after the effective date of the elective termination by SBC-13STATE, either initiate negotiations for continued access to SBC-13STATE's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.
- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to SBC-13STATE under this Appendix. Elective termination of this Appendix by SBC-13STATE shall not affect SBC-13STATE's obligations to afford access to SBC-13STATE's poles, ducts, conduits, and rights-of-way owned or controlled by SBC-13STATE as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

## 5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence

of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

## 6. DISCLAIMER OF WARRANTIES

- 6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

## 7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

## 8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;
- 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
- 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
- 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE**'s Structure.



- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-**

13STATE by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

- 8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SBC-13STATE due to the placement or presence of Attaching Party's facilities on or within SBC-13STATE's poles, ducts, conduits, or rights-of-way; or
- 8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to SBC-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against SBC-13STATE pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.
- 8.11 SBC-13STATE's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from SBC-13STATE's enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, SBC-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SBC-13STATE's access to or use of SBC-13STATE's poles, ducts, conduits, or rights-of-way, SBC-13STATE's performance of any acts authorized under this Appendix, or the presence or activities of SBC-13STATE's employees or other personnel acting on SBC-13STATE's behalf on, within, or in the vicinity of SBC-13STATE's poles, ducts, conduits, or rights-of-way.

## 9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 9.2 SBC-13STATE Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to SBC-13STATE Structure SBC-13STATE does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to SBC-13STATE's poles or placed in SBC-13STATE's Structure and SBC-13STATE shall not be liable to Attaching Party for any damages to

Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

- 9.3 **Damage to Facilities.** Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 **No Limitations of Liability in Contravention of Federal or State Law.** Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

## 10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and

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- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

## 11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlashing of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:
- 11.1.2.1 The Overlashing entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
- 11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.
- 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred

under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

## 12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.

- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

### 13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

### 14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
- 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;

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- 14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;
- 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
- 14.3.5 preparing cost studies;
- 14.3.6 responding to regulatory requests for information;
- 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and
- 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 **Defense of Claims.** In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:
  - 14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
  - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
  - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 **Response to Subpoenas, Court Orders, and Agency Orders.** Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:
  - 14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
  - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
  - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

## 15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise

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within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

## 16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.
- 16.1.1 **SBC CALIFORNIA ONLY**- In addition to the terms and conditions included in this Appendix, **SBC CALIFORNIA** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
- 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
- 16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
- 16.2.5 the **SBC-13STATE** Structure Access Guidelines
- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.
- 16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.



16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

## 17. ACCESS TO RECORDS

17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

## 18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

## 19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

### 19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SBC CALIFORNIA**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **SBC CALIFORNIA**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

## 20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

- 20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.
- \***SBC CALIFORNIA** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

## 21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

## 22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within SBC-13STATE's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit. SBC-13STATE and CLEC further agree that CLEC shall pay to SBC-13STATE a penalty of \$5,000.00 for each unauthorized entry into the conduit system.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SBC-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC-13STATE of such use and must either vacate the maintenance duct within 30 days or, with SBC-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

## 23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify SBC-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SBC-13STATE Structure. The notice shall contain sufficient information to enable SBC-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

## 24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with SBC-13STATE and other users in making rearrangements to SBC-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, SBC-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange at Attaching Party's expense.

## 25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.