

AT&T Wholesale Agreement

Contract Number: 17247

CELLULAR/PCS INTERCONNECTION AGREEMENT
PAGE 1 OF 59
AMERITECH ILLINOIS/VERIZON WIRELESS

CELLULAR/PCS INTERCONNECTION AGREEMENT

by and between

VERIZON WIRELESS

and

AMERITECH ILLINOIS

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Appendix – SS7 (Wireless)

Appendix – Pricing (Wireless)

CELLULAR/PCS INTERCONNECTION AGREEMENT

This Agreement is by and between Illinois Bell Telephone Company dba Ameritech Illinois ("Telco") and Verizon Wireless ("Carrier") for Interconnection for a Commercial Mobile Radio Services ("CMRS") provider under Sections 251 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide such services in all or portions of the State; and

WHEREAS, Carrier holds authority from the Federal Communications Commission to operate as a cellular and broadband PCS licensee in, among other areas, the State, and intends to provide mobile services employing such licensed frequency; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and the delivery of traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules, regulations and orders of the FCC or the Commission and as further interpreted in any judicial review of such rules, regulations and orders.
- 1.3 "Affiliate" is as defined in the Act.

- 1.4 "Ancillary Services" means services such as directory assistance, N11 codes, operator services, the 700, 8YY, and 900 SAC Codes, Switched Access Services, and 976 service. Enhanced 911 ("E911") is not an Ancillary Service.
- 1.5 "Ancillary Services Connection" means a one way, mobile to land Type 1 interface used solely for delivery of Ancillary Services traffic.
- 1.6 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.7 "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.8 "Authorized Services" means those cellular and broadband PCS services which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.
- 1.9 "Bellcore" means Telcordia Technologies, Inc.
- 1.10 "Business Day" means Monday through Friday, excluding holidays on which Telco does not provision new retail services and products.
- 1.11 Common Channel Signaling means the signaling system developed for use between switching systems with stored-program control, in which all of the signaling information for one or more Trunk Groups is transmitted over a dedicated high-speed data link rather than on a per-Trunk basis and, unless otherwise agreed by the Parties, the Common Channel Signaling used by the Parties shall be Signaling System 7 ("SS7").
- 1.12 "CCS" means Centum Call Seconds and is used in conjunction with traffic volumes for engineering purposes.
- 1.13 "Central Office Switch" means a switch, including, but not limited to an End Office Switch, a Tandem Switch, an MSC, and/or a combination End Office/Tandem Switch.
- 1.14 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.15 "CMRS" means Commercial Mobile Radio Service as defined by the FCC.
- 1.16 "Commission" means the applicable State agency with regulatory authority over

Telecommunications.

- 1.17 "Completed Call" means a call that is delivered by one Party to the other Party in which either Answer Supervision (MF Signaling) or an Answer Message (SS7) is generated by the terminating party and for which a connection is established after Answer Supervision.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Control Office/NOC" means a center or office designated as a single point of contact for the maintenance of a Party's portion of a Facility or a Trunk.
- 1.20 "Customer" means the end user purchaser of Telecommunications Services from Telco or Carrier. As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.21 "Day" means calendar Day unless "Business Day" is specified.
- 1.22 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.23 "End Office Switch" is a switch from which Telco's Customers' Exchange Services are directly connected and offered.
- 1.24 "ESP/ISP" means a provider of enhanced services (defined at 47 C.F.R. §64.702(a)) and/or information services (defined in the Act at Section 3(20)), and includes an Internet Service Provider, which is an entity that provides its customers the ability to obtain on-line information through the Internet. See In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, Declaratory Ruling, paragraph 4.
- 1.25 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.26 "Facility" means the wire, line, circuit and/or cable used to transport traffic between the Parties' respective networks.
- 1.27 "FCC" means the Federal Communications Commission.
- 1.28 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

- 1.29 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.30 "Interconnection" is as defined in the Act.
- 1.31 "IXC" means Interexchange Carrier, a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and /or intraLATA for hire Telecommunications Service.
- 1.32 "InterMTA Traffic" means traffic from Carrier's network that originates in one MTA and terminates in another MTA, and is carried across the MTA boundary on Carrier's network.
- 1.33 "LATA" means Local Access and Transport Area as defined in the Act.
- 1.34 "LEC" means a Local Exchange Carrier as defined in the Act.
- 1.35 "LERG" means Local Exchange Routing Guide, a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.36 "Local Calls" for the purpose of reciprocal compensation, are Authorized Services Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly or indirectly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.37 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.38 "MTA" means "Major Trading Area", as defined in 47 C.F.R. § 24.202(a).
- 1.39 "MSC" means the Mobile Switching Center used by Carrier in performing inter alia originating and terminating functions for calls to or from Carrier's Customers.
- 1.40 "NANP" means North American Numbering Plan, the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.41 "NPA" means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of a 10-digit telephone number within the NANP.
- 1.42 "Number Portability" is as defined in the Act and the applicable rules, regulations, orders and rulings of the FCC.

- 1.43 "NX" means the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NX contains 10,000 station numbers.
- 1.44 "Paging Traffic" means traffic to Carrier's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Carrier or traffic to Telco's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Telco.
- 1.45 "Party" means either Telco or Carrier. "Parties" means both Telco and Carrier.
- 1.46 "PNP" means Permanent Number Portability, that is, a long-term solution to provide Number Portability for all Customers consistent with the Act and the rules, regulations, orders and rulings of the FCC.
- 1.47 "POI" means Point of Interconnection, or the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces.
- 1.48 "Rate Center" means the specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXXs that have been assigned to a Telecommunications Carrier for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.49 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 1.50 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the Telco Tandem Switch where traffic to Telco NXXs in the same NPA is homed.
- 1.51 "SAC Code" means Service Access Code, a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas, for example 500, Toll Free Service NPAs (8YY), 700 and 900.

1.52 "State" means the state of Illinois.

1.53 "Switched Access Services" means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, 900 access, and Switched Access provided under a single tariff/multiple bill option as described in the ATIS/OBF-MECAB-006 document.

1.54 "Tandem Switch" means an access tandem switch or other tandem switch in a Telco network equipped to provide Interconnection between CMRS providers and LECs that is used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks for the purpose of providing Exchange Service and Switched Access Services.

1.55 "Telecommunications Carrier" is as defined in the Act.

1.56 "Telecommunications Service" is as defined in the Act.

1.57 "Toll Free Service" means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.

1.58 "Transiting Service" means switching and transport, if applicable, of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.

1.59 "Transit Traffic" means traffic handled by a Telecommunications Carrier when providing Transiting Service.

1.60 "Trunk" or "Trunk Group" means the switch port interface(s) used and the communications path created to connect Carrier's network with Telco's network for the purpose of exchanging Authorized Services Local Calls for purposes of Interconnection.

1.61 "Trunk Side" refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as connecting to another switching entity, for example, another Central Office Switch. A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

- 1.62 "Type 1" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 as Trunk Side Message Trunk (TSMT) and as provided in accordance with this Agreement. Type 1 is a two or four wire one way or two way Trunk connection between Carrier's network and Telco's End Office Switch.
- 1.63 "Type 2A" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.64 "Type 2B" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement and currently only offered in the mobile to land direction.
- 1.65 "UNE" means unbundled network element.
- 1.66 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and switched. Telco's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.

2. INTERCONNECTION

- 2.1 Technical Provisions. This Section provides for the physical connection of Carrier's and Telco's networks within the State for the transmission and routing of Telco to Carrier and Carrier to Telco Authorized Services traffic consistent with the requirements of 47 C.F.R. § 51.305. Telco and Carrier will physically connect their networks and exchange traffic originating from or terminating to the other Party's Customers over their networks in connection with Carrier's Authorized Services in accordance with the provisions of this Agreement. Carrier shall deliver all Interconnection traffic destined to terminate on Telco's network through Interconnection Trunks obtained pursuant to this Agreement. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.
 - 2.1.1 Authorized Services Interconnection. Authorized Services Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 1 and at the trunk side of a Telco End Office via 2B Authorized Services Interconnections; and at the trunk connection points for a Telco Tandem Switch via Type 2A Authorized Services Interconnection. Authorized Services Interconnection shall also be provided at any technically feasible location in Telco's network at the request of Carrier, as provided in Section 2.1.6. The Parties will attach or incorporate to this Agreement, technical

descriptions and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.

- 2.1.2 Type 2. Carrier will obtain from the NXX code administrator a full NXX consistent with established industry guidelines for use with Type 2A and/or Type 2B interfaces. For calls in the Land-to-Mobile direction, Carrier will utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.
- 2.1.3 Type 1. Telco provided Type 1 interfaces will be as described in the definition and in the referenced technical specifications. Any non-TSMT form of Type 1 interface will be eliminated within 90 Days of the Effective Date.
- 2.1.4 Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.5 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from each other's network.
- 2.1.6 POI Options. Carrier and Telco shall mutually agree on a POI for each Trunk utilized to carry traffic between their respective networks. A POI may be located at:
 - a. the Telco Wire Center where the Facilities terminate for Carrier to Telco Authorized Services traffic, or
 - b. Carrier's office where the Facilities terminate for Telco to Carrier Authorized Services traffic, or
 - c. another technically feasible location including, at a minimum:
 - (i) The line-side of a local switch;
 - (ii) The trunk-side of a local switch;
 - (iii) The trunk interconnection points for a tandem switch;
 - (iv) Central office cross-connect points;
 - (v) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases; and
 - (vi) The points of access to unbundled network elements as described in §51.319.

For any such location, the Parties must agree upon technical descriptions and appropriate compensation arrangements for Telco in accordance with Applicable Laws to cover any such POI.

Notwithstanding the foregoing, unless agreed otherwise, no POI shall be located outside the LATA of the Telco Central Office Switch where the Facility is established.

2.1.7 Interconnection Options. Carrier may order Interconnection in the configurations described below:

2.1.7.1 Type 1 – End Office Switch Interface. The parties may establish Trunk Groups at a Telco End Office Switch using a Type 1 interface.

2.1.7.2 Type 2B – End Office Switch Interface. The Parties may establish Trunk Groups at a Telco End Office Switch using a Type 2B interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in that Telco End Office Switch.

2.1.7.3 Type 2A – Tandem Switch Interface. Carrier may establish Trunk Groups at a Telco Tandem Switch using a Type 2A interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in a Telco End Office Switch that homes on that Telco Tandem Switch.

2.1.7.4 In the event that Telco deploys new Tandem Switches after the Effective Date, Telco will provide Carrier with reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes.

2.1.8 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level.

3. SIGNALING

3.1 Signaling Protocol. SS7 Signaling is Telco's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for

correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

3.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Telco, it will be provided in accordance with Appendix – SS7 (Wireless). Appendix – SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from Telco, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Telcordia Document GR-246-CORE) associated with Local Calls.

3.2.1 If the Parties exchange ISUP SS7 Signaling Messages associated with Local Calls (hereafter referred to as "Local ISUP SS7 Signaling Messages") and Carrier does not own a substantially similar SS7 network to Telco's SS7 network that Carrier uses for such exchange, then Carrier shall pay Telco in accordance with Appendix – SS7 (Wireless) for Local ISUP SS7 Signaling Messages originated from Carrier's network and initiated with an IAM message. If the Parties exchange Local ISUP SS7 Signaling Messages and Carrier owns a substantially similar SS7 network to Telco's SS7 network that Carrier uses for such exchange, then the Parties will employ a bill and keep arrangement for the exchange of such Local ISUP SS7 Signaling Message(s). A "substantially similar SS7 network" means an SS7 network as generally recognized in the telecommunications industry, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to Telco from Carrier must be associated with Authorized Services traffic originating on Carrier's network. All other SS7 signaling messages and elements will be offered to Carrier at rates described in Appendix - SS7 (Wireless). SS7 signaling associated with InterMTA Traffic will be determined using the same process described in Section 11.3 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Telco at SS7 rates listed in Telco's State access tariffs.

3.2.2 Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of Common Channel Signaling-based features between their respective networks, including all intraLATA CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All Common Channel Signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

4. NPA-NXX

- 4.1 Each NPA-NXX associated with a Trunk Group using a Type 2A interface must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch homing on the Telco Tandem Switch where the Trunk Group is located, provided however, that the Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding Telco. The Rating Point does not have to be the same as the Routing Point.
- 4.2 All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. Telco shall provide notice to Carrier pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge that is equal to the rate for end office termination (Type 2B rate). In the event Carrier has ordered trunks or trunk augments, but Telco has not provisioned the trunks or trunk augments to a primary tandem, Telco shall not charge for misroutes coming to that tandem from an alternate tandem in the same LATA. Telco shall deliver all traffic to the appropriate Carrier switch per the LERG. Traffic that is sent by Telco to a non-LERG designated switch shall be deemed misrouted and shall fall under the same terms and conditions as misrouted traffic from Carrier to Telco.
- 4.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case, Telco may establish Facilities and Trunks directly between Telco's Tandem Switch and Carrier's MSC for the completion of all Telco to Carrier calls destined to terminate to such NXXs.
- 4.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. Telco will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, Telco has no responsibility for traffic routed through another Telecommunications Carrier's network to Telco's Tandem Switch destined for Carrier's MSC.

5. TRUNKS

5.1 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic. For delivery of mobile to land traffic, the Parties will Interconnect at each Tandem Switch or at each End Office Switch that subtends a Tandem Switch at which the Parties are not Interconnected.

5.2 Installation/Provisioning

5.2.1 Carrier will be responsible for designing, ordering and provisioning all Trunks for Carrier originated traffic. Telco will be responsible for designing, ordering and provisioning all trunks for Telco originated traffic. The default for Trunk facilities shall be one way and each party shall be responsible for their own facilities. In the event the parties mutually agree to jointly shared, bi-directional trunk groups, Carrier and Telco will jointly engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice, as mutually agreed to by the Parties.

5.2.2 Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.

5.2.3 Orders from Carrier to Telco to establish, add, change, or disconnect Trunks shall be submitted using Telco's applicable ordering system.

5.2.4 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

5.3 Servicing

5.3.1 The Parties will jointly manage the capacity of Trunk Groups. For jointly provided bi-directional trunks Telco will send a request to Carrier to trigger changes Telco desires to the Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center.

5.3.2 Carrier may also initiate a change to the Trunk Group based on Carrier's assessment of capacity.

5.3.2.1 Within ten (10) Business Days after receipt of the request, upon review of and in response to Telco's request; or

5.3.2.2 At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

5.3.3 Each Party will be responsible for engineering and maintaining its network and any Facilities and Trunks it provides. Each Party shall cooperate so as not to degrade the network of the other Party.

5.3.4 When Carrier incurs separate charges for Trunks, Carrier shall, upon request, be credited an amount for the period during which Trunks are out of service in accordance with Telco's applicable state Switched Access Services tariff for Feature Group D service.

5.4 Design Blocking Criteria

5.4.1 Forecasting trunk projections and servicing trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements.)

5.4.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from Telco End Office Switches to the access Tandem Switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from Telco End Office Switches to the local Tandem Switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from Telco End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic ccs for primary high usage groups. The engineered blocking objective for the Trunk Group from the Telco Tandem Switch to the Carrier's MSC is one percent (1%).

5.4.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the

Parties shall cooperate to increase the Trunks to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

5.4.4 Direct Trunking of Carrier Traffic. If the traffic from a single Carrier MSC through any Telco Tandem Switch destined for another specific Telco switch or third party switch at any time during each month of a three month period requires 24 or more fully utilized Trunks consisting of 864 CCS (24 ERLANGS) or more during the Carrier busy hour, then (a) in instances where the traffic is destined for a Telco switch, Telco may require that the Carrier, within one hundred eighty (180) Days after Effective date and initial notification by Telco for initial implementation and one hundred twenty (120) Days for subsequent notifications by Telco, establish a two-way (where such is available) direct Trunk Group to an alternative point of interconnection of the Carrier's choosing (such as a meet point or digital cross connect), at the Telco tandem office building in which the Tandem Switch is located, for traffic destined for the specific Telco end office and each Party will be solely responsible for the cost of facilities used for, such traffic on its side of the alternative point of interconnection; and (b) in instances where the traffic is destined for a third party switch, Carrier shall exercise best efforts to establish direct interconnection with that third party within one hundred eighty (180) Days or as soon thereafter as possible, and thereby to cease transiting through Telco's Tandem Switch traffic destined for that third party switch.

5.4.5 If a Trunk Group is under seventy-five percent (75%) of busy hour CCS capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.

5.4.6 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

6. TRUNK FORECASTING

6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:

6.1.1 Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Switch Authorized Services Interconnection Trunks

and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Trunk requirements) for two (2) years (current year and one (1) additional year) by quarter;

- 6.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- 6.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

- 7.1 Compensation rates for Interconnection are contained in Appendix Pricing (Wireless).
- 7.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 7.3, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. Both Parties shall charge the other Party only for Completed Calls. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).
- 7.3 Traffic Not Subject to Reciprocal Compensation
 - 7.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:
 - 7.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);
 - 7.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
 - 7.3.1.3 Transit Traffic;
 - 7.3.1.4 Paging Traffic;
 - 7.3.1.5 Any other type of traffic found to be exempt from reciprocal

compensation by the FCC or the Commission.

- 7.3.2 The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-68, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.
- 7.4 Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:
 - 7.4.1 For Telco, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.
 - 7.4.2 For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.
- 7.5 Billing And Recording
 - 7.5.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic (as defined in Section 7.5.2 below), and Carrier does not have the ability to measure and bill the actual amount of Telco-to-Carrier traffic, Carrier shall bill Telco the charges due as calculated and described in Sections 7.5.2 and 7.5.3.
 - 7.5.2 When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic or have any other means of validating Telco-to-Carrier traffic, and Carrier does not have the ability to record the

actual amount of such Telco-to-Carrier traffic, the Parties agree to use a factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic. The factor calculation shall assume a 70/30 percentage split of traffic (70% mobile-to-land and 30% land-to-mobile) and shall be calculated by dividing the measured mobile-to-land traffic terminating to Telco by 70% to reach a quotient representing 100% of all traffic and then subtracting the mobile-to-land from the resulting quotient to determine the land-to-mobile traffic volume.

7.5.3 When Carrier uses the billing method set forth in Section 7.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOU for each inbound Trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item.

8. TRANSITING SERVICE

8.1 Description. Transiting Service will be provided by Telco. Telco's Transiting Service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. A Transiting Service rate applies to all Conversation MOUs between Carrier's network and a third party's network that transits Telco's network. Carrier is responsible for payment of the appropriate Telco Transiting Service rates on Transit Traffic originating on its network delivered to Telco, unless otherwise specified. Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix – Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).

8.2 If a final order has been entered in Illinois Commerce Commission Docket No. 98-0396 before the Effective Date of this Agreement, then the transiting rate that is established in 98-0396 shall be effective for this Agreement. If a final order has not been entered in Docket No. 98-0396 before the Effective Date of this Agreement, then the transiting rate as of the Effective date shall be Telco's current tariffed rate. The current rate will be replaced on a going-forward basis by the rate established in Docket No. 98-0396.

8.3 Billing. Each Party shall list separately on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic.

If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's reciprocal compensation bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco.

8.4 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in Telco's network. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.

8.5 Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch, when such Carrier's Tandem Switch is designated in the LERG by Carrier as the Tandem Switch through which that Carrier's MSC is to home, when such Carrier's Tandem Switch is designated in the LERG by Carrier as the Tandem Switch through which that Carrier's MSC is to home.

8.6 Third Party Arrangements. Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.

8.7 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any

Transiting Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.

8.8 Toll Pool. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network.

9. TERMS AND COMPENSATION FOR USE OF FACILITIES

9.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

9.2 Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.

9.3 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.

9.3.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party unless Carrier purchases Facilities from a third party and Telco utilizes such Facilities for the transport of traffic originating on the Telco network.

9.3.2 Absent agreement of the Parties to the contrary, the cost of shared Facilities and Trunks, when Facilities of DS1 or smaller are dedicated to provide traffic under this Agreement, will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic

measurement capabilities, according to the 70/30 algorithm described in Section 7.5.2.

9.3.3 **Originating Party Provides Its Own Facilities and/or Trunks.** When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver Interconnection traffic originating on its network to the POI, such Party shall provide such Facilities and/or Trunks at its sole cost and expense and no compensation shall be due to the other Party. Such self provisioning shall be the default unless Parties mutually agree to jointly provisioned Trunks. If the parties do not agree to jointly provided Trunks the Parties will have a maximum of six (6) months to provision their own Facilities. Until the Parties are actually operational under their own Facilities the party utilizing the other party's Facilities shall compensate the other at the rate described in Section 9.3.4. Carrier initiated nonrecurring charges for terminating Telco provided facilities shall mirror Telco nonrecurring rates for terminating Carrier provided facilities.

9.3.4 **Originating Party Uses Terminating Party's Facilities.** When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement based upon the provisions in Section 9.3.3 and this section. Parties agree to share the cost of jointly used Facilities provided by Carrier. Carrier shall bill and Telco shall pay Carrier at a rate representative of DS1 equivalent traffic based upon 200,000 MOUs over a single month. Carrier's rate shall approximate its average cost of a DS1 over tariffed DS1 and DS3 Facilities and high speed contract Facilities, if mixed use Facilities are designated by Carrier to carry local Interconnection traffic. Carrier's rate is specified in Appendix - Pricing (Wireless) and is expressed as both a monthly figure and as an MOU additive. Telco may choose which method outlined in Appendix- Pricing (Wireless) it wishes to use. These rates are Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. Land-to-Mobile traffic may be derived from the 70/30 algorithm or based upon actual measurements. Nonrecurring charges for joint use Facilities will be split by the two parties based upon the percentage use of the Facilities. Carrier initiated nonrecurring charges for the work required on its side shall mirror Telco nonrecurring rates.

10. BILLING AND PAYMENT

10.1 Charges and Payment.

- 10.1.1 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.
- 10.1.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 10.1.3 All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 10.1.4 All Facilities charges owed to Carrier by Telco under Section 9.3.4, above, shall be billed by Carrier to Telco thirty (30) Days following receipt by Carrier of Telco's invoice.
- 10.1.5 **Late Payment Charge.** Bills will be considered past due thirty (30) Days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Bill Due Date to and including the date that payment is actually made.
- 10.1.6 **Billing Disputes.** The billed Party has sixty (60) Days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific

invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) Days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) Days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.

- 10.1.7 **Backbilling.** Charges for all services or Trunks provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such item was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.
- 10.1.8 **Backcredits.** Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or Trunk was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 10.2.6 above. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.
- 10.1.9 **Tariffed Items.** Where charges specifically refer to tariffed rates, then those tariffed rates and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modification.

10.2 Invoices

- 10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Telco's network.
- 10.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.
- 10.2.3 Invoices between the Parties shall include, but not be limited to the

pertinent following information.

- Identification of the monthly bill period (from and through dates)
- Current charges
- Past due balance
- Adjustments
- Credits
- Late payment charges
- Payments
- Contact telephone number for billing inquiries

The Parties will provide a remittance document with each invoice identifying:

- Remittance address
- Invoice number and/or billing account number
- Summary of charges
- Amount due
- Payment due date (at least thirty (30) Days from the bill date)

10.2.4 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

10.2.5 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

10.2.6 When Telco is unable to bill for Facilities and/or Trunks based on the Parties proportionate use, Carrier will bill Telco under separate invoice for Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.3.10.2.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

10.3 ***Disputed claims may not be netted by the Parties.***

11. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

11.1 This Section 11 provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXCs, thus enabling Carrier Customers to access IXCs for the transmission and routing of interMTA and interLATA calls.

11.2 IXC Traffic

11.2.1 Carrier may send traffic to IXCs via Type 2A interface utilizing FGD protocol.

11.2.2 If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.

11.2.3 When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.

11.2.4 When the Parties jointly provide access service to an IXC, each Party will provide its own part of the access service to the IXC. Each Party will bill its own access services rates to the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and Switched Access Summary Usage Data to bill for jointly provided service, such as Telco's Switched Access Service or Carrier's access service. The Parties shall provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of that Party's network in order to comply with the Meet Point Billing ("MPB") Notification process as outlined in the MECAB document.

11.2.5 **THIS SECTION 11.2.5 APPLIES ONLY IN ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN.** This arrangement requires a separate Trunk Group employing a Type 2 interface. When Telco is not able to record Carrier-originated traffic to an IXC, Carrier will also provide to Telco, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A interface.

11.3 InterMTA Traffic

- 11.3.1 For the purpose of compensation between Telco and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Appendix – Pricing (Wireless).
- 11.3.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA traffic delivered by Carrier to Telco through the Trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Trunks provided for herein shall be deemed InterMTA traffic. No amount of Telco-to-Carrier traffic shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party State-specific, Carrier-specific network engineering information, a State-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Telco traffic delivered by Carrier to Telco that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Telco traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Telco traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.
- 11.3.3 Pursuant to the procedure established in Section 11.3.2 hereof regarding the use of State specific network engineering information, State specific InterMTA Traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Telco during the negotiation of this Agreement with certain

confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which Toll Free Services are delivered over separate Facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other information otherwise known to Telco and notwithstanding the InterMTA Traffic percentage stated in Section 11.3.2, the Parties agree that the revised percentage of Carrier to Telco traffic exchanged hereunder deemed to be InterMTA Traffic shall be five percent (5%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 11.3.2.

12. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

12.1 Ancillary Services Traffic.

- 12.1.1** When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.
- 12.1.2** Notwithstanding Section 12.1.1, Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk employing a Type 2A interface to a Telco Operator Services Switch.

12.2 Wireless 911 Services.

- 12.2.1** With respect to all matters relating to 911 and/or E911 Services, the Parties shall work together to meet any and all applicable requirements mandated under Applicable Laws. Should Carrier desire to obtain E911 Services, it may order them pursuant to tariff, where available, or negotiate an amendment to the Agreement.

- 12.2.2** Wireless E911 Services are not considered Ancillary Services and cannot be provided using Ancillary Services Connections.

- 12.2.3 THIS SECTION APPLIES ONLY TO TEXAS:** Within 30 Days of final approval of this Agreement by the relevant state Commission, Telco and Carrier shall notify The Advisory Commission on State Emergency Communications for the State of Texas if they are routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as

911/E911 calls and they shall specify the areas where such is occurring and under what type of conditions. Upon request of the appropriate 911/E911 customer (PSAP), the Parties shall cease the practice of routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls. The Parties agree that the 911/E911 service is provided for the use of the 911/E911 customer, and recognize the authority of the 911/E911 customer to establish service specifications and grant final approval (or denial) of service configurations or modifications offered by Telco and Carrier. The terms and conditions for 911/E911 service in this Agreement shall be subject to renegotiation in the event that the 911/E911 customer orders changes to the 911/E911 service that necessitate revision of this Agreement, but implementation of wireless 911/E911 shall not be delayed pending any such renegotiation.

- 12.3 **Directory Assistance.** If Carrier desires to purchase Directory Assistance Services from Telco, the Parties will negotiate appropriate additions to this Agreement.
- 12.4 **Operator Assisted Calls.** Operator assisted calls are limited to 0+ or 0- calls on a sent paid basis only. The term "sent paid" means that all calls must be paid for by Carrier's Customer at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier.

13. AMENDMENTS, CHANGES, AND MODIFICATIONS: WAIVER

- 13.1 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 13.2 Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.
- 13.3 No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be

bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications, unless agreed to by the receiving Party in writing.

13.4 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

14. ASSIGNMENT

14.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that each Party may assign this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Telco under Section 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio. Nothing in this Section 14.1 is intended to impair the right of either Party to utilize subcontractors.

14.2 This Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

15. AUDITS

15.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

15.2 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the other Party's vendor locations.

- 15.3 Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 15.4 Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.
- 15.5 The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.
- 15.6 If any audit confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

16. AUTHORIZATION

- 16.1 Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Telco, and that Telco has full power and authority to perform its obligations hereunder.
- 16.2 Carrier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 16.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.
- 16.4 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or

change in name associated with these listed ACNA codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: MGH
MHV
CRR

17. COMPLETE TERMS

- 17.1 This Agreement, together with its appendices and any other attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Appendices and any other attachments referred to herein or attached hereto are deemed incorporated by this reference.

18. COMPLIANCE

- 18.1 Each Party will comply, at its own expense, with all Applicable Laws relating to its performance under this Agreement, including but not limited to safety and health regulations relating to one Party's activities at the other Party's locations, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such other Party as the result solely of the first Party's failure to comply with any Applicable Law.
- 18.2 Trunks and services provided under this Agreement will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19. CONFIDENTIAL INFORMATION

- 19.1 For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given or made available by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will be deemed proprietary to the Discloser and subject to this Section 19 when marked at the time of delivery as "Confidential" or "Proprietary," or, if communicated orally, identified as "Confidential" or "Proprietary" (i) at the time of delivery, or (ii) in writing within ten (10) Days thereafter. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to use the same degree of care (a) to hold such Confidential Information in confidence and (b) to not disclose it to anyone other than its

employees and attorneys having a need to know for the purpose of performing under this Agreement, as the recipient uses for its own confidential information of similar importance, but in no event less than reasonable care, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information of similar importance, but in no event less than reasonable care. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, the agent or consultant must have executed a written agreement to abide by the terms of this Section 19.

- 19.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 19.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) Days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 19.4 The Recipient shall have no obligation to safeguard Confidential Information that: (i) was, at the time of receipt, already known to the Recipient free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Discloser; (ii) is, or becomes publicly known through no wrongful act of the Recipient; (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; (iv) is independently developed by an employee, agent, or contractor of the Recipient which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; (v) is disclosed to a third person by the Discloser without similar restrictions on such third person's rights; (vi) is approved for release by written authorization of the Discloser; is required to be made public by the Recipient pursuant to applicable law or regulation provided that the Recipient shall furnish the Discloser with written notice of such requirement as soon as possible and prior to such disclosure. The Discloser may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Recipient's compliance with this Section 19 with respect to all or part of such requirement. The Recipient shall use all commercially reasonable efforts to

cooperate with the Discloser in attempting to obtain any protective relief that such Discloser chooses to obtain.

- 19.5 Either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 19.6 The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from Customers or sources other than the Discloser.
- 19.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two years.
- 19.8 Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 19.9 Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 19.10 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Confidential Information received from the other to the permitted purposes identified in the Act.
- 19.11 Notwithstanding any of the foregoing, Telco shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to Telco's activities under the Act and Telco need not provide prior written notice of such disclosure to Carrier if Telco has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 19.12 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific

performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

20. DISCLAIMER OF WARRANTIES

20.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, PRODUCTS AND SERVICES IT PROVIDES UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY TO THIS AGREEMENT ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

21. DISPUTE RESOLUTION

21.1 **Finality of Disputes.** Except as otherwise specifically provided for in this Agreement, no Claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

21.2 **Alternative to Litigation.** Except as otherwise specifically provided for in this Agreement, the Parties desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

21.3 **Commencing Dispute Resolution.** Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.

21.4 **Informal Resolution of Disputes.** When such written notice has been given, as required by Section 21.3, each Party, within ten (10) Business Days of receipt of such notice, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as

mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any formal dispute resolution process arising out of the dispute (i.e., arbitration, complaint before the Commission, or court action) without the prior written concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

- 21.5 **Formal Dispute Resolution.** If the Parties are unable to resolve the dispute within forty (40) days after the Parties' appointment of designated representatives through the informal procedure described above in Section 21.4, then either Party may seek other relief under Applicable Laws.
- 21.6 **Resolution of Billing Disputes.** The following provisions apply specifically to the resolution of billing disputes.
 - 21.6.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) Days:
 - 21.6.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.
 - 21.6.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.
 - 21.6.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) Days:
 - 21.6.2.1 Late payment charges will be paid by the billed Party on any amount not paid that was found to be due according to the Dispute Resolution.
 - 21.6.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.
- 21.7 **No Conflict.** The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the State Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

22. EFFECTIVE DATE

22.1 This Agreement shall become effective upon approval by the Commission ("Effective Date").

23. FORCE MAJEURE

23.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control, or control of its affiliated companies and entities, and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a Day-to-Day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a Day-for-Day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

24. GOVERNING LAW

24.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State, without regard to its conflicts of laws principles.

25. HEADINGS

25.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

26. INDEMNITY

26.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products, Facilities, Trunks and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services

provided by the other Party, its agents, subcontractors, or others retained by such parties.

- 26.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with the Indemnifying Party's provision of Interconnection, functions, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 26.3 In the case of any Loss alleged or claimed by a Customer of either Party, the Party whose Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its Customer regardless of whether the underlying Interconnection, function, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 26.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:
 - 26.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its Customer's use.
 - 26.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided

hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.

26.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's Customer's use of Interconnection, functions, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

26.4.1.2.1 where an Indemnified Party or its Customer modifies Interconnection, functions, products or services; and

26.4.1.2.2 no infringement would have occurred without such modification.

26.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.

26.5 Intellectual Property. Should this Agreement be modified at any time to allow a Party to obtain network elements, the Parties will immediately negotiate appropriate provisions to address the protection of third party Intellectual Property rights related to any provided network elements and the indemnification of the providing Party for asserted or actual violations of those rights by the other Party.

26.6 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection Trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection Trunks or other property, or due to malfunction of any functions, products, services or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a Claim against the person causing such damage. The Indemnifying

Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.

26.7 Indemnification Procedures

- 26.7.1 Whenever a Claim shall arise for indemnification under this Section 26, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.
- 26.7.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 26.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.
- 26.7.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 26.7.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 26.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be

entitled to employ separate counsel for such defense at such Indemnified Party's expense.

26.7.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

26.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

26.7.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 19.

26.8 Carrier agrees to release, indemnify, defend and hold harmless Telco from any and all Loss, or any liability whatsoever, except for Claims arising as a direct result of Telco's own negligence or willful misconduct, arising out of Telco's provision of E911 Service hereunder or out of Carrier's Customers' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier or its Customers or by any other parties or persons, for any personal injury or death of any person or persons, or for any Loss, damage or destruction of any property, whether owned by the Carrier, its Customers or others.

27. INTELLECTUAL PROPERTY

27.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

28. INTERPRETATION AND CONSTRUCTION

28.1 Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.

28.2 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.3 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

29. INTERVENING LAW

29.1 This Agreement is entered into as a result of private negotiation between the Parties and the incorporation of some of the results of orders and arbitration by the Commission and/or FCC.

29.2 In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) or Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999), the affected provision shall, as of the effective date of the action resulting in such invalidation, modification or stay, be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. The Parties acknowledge that the Eighth Circuit has issued a decision in the appeal from the FCC order described above, but it is not yet clear what changes to this Agreement are appropriate. The Parties' failure to incorporate those changes in this Agreement as of the Effective Date shall not be construed as a waiver of the right to assert appropriate legal positions and make appropriate changes, once such determinations are made. Should the Parties be unable to agree within a reasonable time upon the effect of such invalidation, modification or stay on their interconnection arrangement, the Parties will

continue to apply the original rate, term and/or condition. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Upon determination of the appropriate conforming modifications, such modifications shall be applied as of the effective date of the action resulting in such invalidation, modification or stay.

29.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) Days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 Days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

29.4 The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Telco nor Carrier waive any of their rights, and expressly reserves all of their rights, under the ISP Intercarrier Compensation Order. If Telco decides to exercise its option to adopt the FCC ISP terminating compensation plan in the State, both parties agree, upon effectiveness of the FCC's ISP Intercarrier Compensation Order and without the need to invoke the Intervening Law or Change of Law provisions, that the FCC's prescribed terminating compensation rates will apply to all traffic exchanged under this agreement, unless the State has ordered "bill and keep" for ISP traffic in the State, whereupon the Parties will cease charging each other for terminating compensation.

30. LAW ENFORCEMENT AND CIVIL PROCESS

- 30.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, it shall refer such request to the Party that serves such Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- 30.2 Subpoenas. If a Party receives a subpoena for information concerning a Customer the Party knows to be a Customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the Customer's service provider, in which case that Party will respond to any valid request.
- 30.3 The Parties will cooperate to comply with any request for information or assistance from law enforcement agencies. However, neither Party shall be held liable for any Claims or damages arising from compliance with such requests relating to the other Party's Customers and the Party serving such Customer agrees to indemnify and hold the other Party harmless against any and all such Claims.

31. LIMITATION OF LIABILITY

- 31.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including but not limited to the Act, shall not exceed in total the amount that Party has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.
- 31.2 Apportionment of Fault. Except for Losses alleged or Claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or Claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

31.3 Except to the extent (if at all) prohibited by law or public policy, neither Carrier nor Telco shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, Loss of anticipated revenues, savings, or profits, or other economic Loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit (i) a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party, or (ii) a Party's liability to the other Party for willful or intentional misconduct, including gross negligence. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

31.4 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.

31.5 This Section 31 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

31.6 When the lines or services of other companies and Telecommunications Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Telecommunications Carriers.

32. MULTIPLE COUNTERPARTS

32.1 This Agreement may be executed in multiple counterparts, each of which shall be

deemed an original, but such counterparts together constitute one and the same document.

33. NETWORK MANAGEMENT

- 33.1 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 33.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 33.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 33.4 Both Parties shall work cooperatively to prevent use of anything provided under this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its Customers.
- 33.5 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume Customers.
- 33.6 Carrier and Telco will work cooperatively to install and maintain a reliable network. Carrier and Telco will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 33.7 Carrier shall acknowledge calls in accordance with the following protocols.
 - 33.7.1 Carrier will provide a voice intercept announcement or distinctive tone

signals to the calling party when a call is directed to a number that is not assigned by Carrier.

- 33.7.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
- 33.7.3 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 33.7.4 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

33.8 Each Party will provide the other Party a 24 hour network management contact and a trouble reporting number.

34. NON-WAIVER

- 34.1 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

35. NOTICES

- 35.1 Subject to Section 35.6, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered personally; delivered by express overnight delivery service; mailed via first class U.S. Postal Service with postage prepaid and a return receipt requested; or delivered by facsimile; provided that a paper copy is also sent by a method described above.
- 35.2 Notices will be deemed given as of the earliest of the date of actual receipt; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S. Postal Service; or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 35.3 Notices will be addressed to the Parties as follows:

To Carrier:

Copy to:

John L. Clampitt
Verizon Wireless
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 95498
Southfield, MI 48034 Fax #: 925-279-6621
915-3599

Lance Murphy
Verizon Wireless
26935 Northwestern Hwy
Suite 100

Fax #: 248-

E-mail address for Accessible Letters: lance.murphy@VerizonWireless.com

To Telco:

Contract Administration
ATTN: Notices Manager
311 S. Akard St., 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Fax #: 214-464-2006

- 35.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.
- 35.5 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.

35.6 Accessible Letters.

- 35.6.1 Telco will communicate official information to Carrier via Telco's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent.

36. NUMBERING

- 36.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for

changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.

- 36.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 36.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in Telco network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from Telco's Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.
- 36.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 36.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 36.6 Number Portability
 - 36.6.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks no later than the schedule established by the FCC or the Commission.
 - 36.6.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
 - 36.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff.

36.6.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.

36.6.5 Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

36.7 **Dialing Parity.** Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

37. PATENTS, TRADEMARKS & TRADE NAMES

37.1 With respect to Claims of patent infringement made by third persons, Telco and Carrier shall defend, indemnify, protect and save harmless the other from and against all Claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Trunks or services furnished under this Agreement.

37.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Trunks or services furnished under this Agreement.

37.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

38. PUBLICITY

38.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

38.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other

Party or its Affiliates without the other Party's written authorization.

39. RECORDS

39.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

40. RELATIONSHIP OF THE PARTIES

40.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

40.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

40.3 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

40.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

40.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or

authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

41. REMEDIES

41.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

42. SERVICES

42.1 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

43. SURVIVAL OF OBLIGATIONS

43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their nature or terms, are intended to continue beyond (or to be performed after) the expiration or termination of this Agreement, will survive expiration or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 19.

44. TAXES

44.1 Each Party purchasing Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

44.2 With respect to any purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the

purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 44.3 With respect to any purchase hereunder of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the Customer in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the Customer; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 44.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 44.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from Customers as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from Customers, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the

failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 44.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 44.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 44.8 With respect to any Tax or Tax controversy covered by this Section 44, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 44.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 44 shall be sent in accordance with Section 35 hereof.

45. TERM AND TERMINATION

- 45.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until August 1, 2003 (The period from the Effective

Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.

- 45.2 At any time after a date 160 Days prior to the date stated in Section 45.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin within thirty (30) Days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.
- 45.3 This Agreement shall continue in effect until the later of:
 - 45.3.1 approval by the Commission, or other appropriate regulatory or judicial body approves a negotiated new Interconnection agreement between the Parties for the State covered by this Agreement; or
 - 45.3.2 an arbitrated new Interconnection agreement between the Parties for the State covered by this Agreement becomes effective; or
 - 45.3.3 nine months passes from the date either party requested re-negotiation of this Agreement and no new interconnection agreement has taken effect, and (i) the Parties have not expressly agreed to extend the term of this Agreement, or (ii) neither Party has filed for arbitration pursuant to Section 252 of the Act.
 - 45.3.4 this Agreement is terminated in accordance with the terms of this Section 45.
- 45.4 The Parties agree that, except as otherwise provided in this Agreement or by mutual consent, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 45.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
 - 45.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
 - 45.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.

- 45.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 45.6 In the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) Days prior to the time Carrier intends to cease providing its Authorized Services. If its sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 45.7 Violation of or Refusal to Comply with Provisions of Agreement:
 - 45.7.1 Either Party may provide thirty (30) Days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.
 - 45.7.2 If such material violation or refusal has continued uncured for thirty (30) Days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) Days written notice.
 - 45.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.
- 45.8 Immediate Termination:
 - 45.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.
 - 45.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) Days prior to discontinuing the interconnection arrangements provided hereunder.
 - 45.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.
- 45.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Trunks for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any

applicable non-recurring charges.

45.10 If this Agreement is terminated for any reason and the Parties continue to provide Facilities, Trunks and/or services hereunder, then the rates, terms and conditions under which those items are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Illinois Bell Telephone Company
d/b/a Ameritech Illinois
By SBC Telecommunications, Inc.,
its authorized agent

Verizon Wireless:
Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, its general partner

CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Cellco Partnership, its general partner

Illinois RSAs 6 & 7 Limited Partnership
d/b/a Verizon Wireless
By Illinois SMSA Limited

By: O.R. Stanley
(Signature)

By: Edward A. Salas
(Signature)

Name: O.R. Stanley
President - Industry Markets
Date Signed: OCT 16 2001

Name: Edward A. Salas
Title: Vice President – Network Planning

Date Signed: 10-11-01

Certain rates, terms and/or conditions in this Interconnection Agreement (including Appendices) were not voluntarily negotiated by Ameritech, but rather, were included in such Agreement due to an Order entered by the State Commission in an Arbitration proceeding or as a result of certain other legal requirements (individually and collectively, a "Non-Voluntary Arrangement"). For the sake of convenience only, Ameritech has attempted to identify all Non-Voluntary Arrangements in this Agreement by setting forth such Non-Voluntary Arrangements **in bold-faced, underlined and italicized type**. However, Ameritech's inadvertent failure to specifically identify all Non-Voluntary Arrangements in this Agreement shall not change the nature of such provisions from Non-Voluntary Arrangements to voluntarily negotiated provisions; rather, any Non-Voluntary Arrangements in this Agreement shall be deemed as such, irrespective of whether such Non-Voluntary Arrangements are set forth in bold-faced, underlined and italicized type.

APPENDIX SS7 (WIRELESS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

2.1 SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SNET and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and the SBC-12STATE STP mated pair. The Carrier designated Signaling

Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in an SBC-12STATE wire center. In SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the Carrier SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross-Connect terminated at an SBC-12STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.

2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the SBC-12STATE STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 Carrier shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier acknowledges that the performance and reliability of the SS7 protocol may be

affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per Carrier and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When Carrier requests that SBC-12STATE add a Signaling Point Code (SPC), Carrier will identify to SBC-STATE the SPCs associated with the Carrier set of links.

2.9.6 Carrier will notify SBC-12STATE in writing thirty (30) Days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the SBC-12STATE's signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from an SBC-12STATE designated STP pair to a to an SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the SBC-12STATE SS7 network.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in

accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests SBC-12STATE add GTT type information for message routing.

2.12 Interface Requirements

- 2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.
- 2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. MANNER OF PROVISIONING

- 3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.
- 3.2 SS7 Transport
 - 3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to Carrier on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
 - 3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from an SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.
 - 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-

12STATE pairs of STPs, until ordered. When SBC-12STATE or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the Carrier physical network from signaling point to signaling point for the link.

3.4.5 When Carrier requires a STP Access Link, Carrier and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the

requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

- 3.5.1 When Carrier orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or Carrier facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of Carrier throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by Carrier to any other party, except as required to

manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to SBC-12STATE the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to SBC-12STATE the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SN), Carrier shall use the SBC-12STATE defined SN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.
- 5.5 Carrier shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform SBC-12STATE in writing thirty (30) Days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) Day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to SBC-12STATE's network. Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 6.2 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

6.4 Signal Formulation

6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls.

6.5 Signal Transport

6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

6.6 Signal Switching

6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

6.7 Signal Tandem Switching

6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.

7.2 The following rate elements apply to SBC-7STATE SS7 Service:

7.3 SS7 Transport

7.3.1 SS7 Transport shall be measured per octet of information screened and routed.

7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional SBC-SWBT STP pair. The usage rate applies per octet generated by action of Carrier.

7.3.3 SS7 Transport is not available in the SBC-2STATE.

7.4 Dedicated Signaling Links

7.4.1 SS7 Link Cross Connect

7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in SBC-SWBT.

7.4.2 STP Port Termination

7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.3 STP Access Link

7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.

7.5 Signaling Point Code Addition

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an SBC-SWBT STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

7.6 Global Title Translation (GTT) Addition

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the SBC-7STATE STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

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

8.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1

SS7 PRICINGARKANSAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

| | |
|----------------|------------|
| Rate per Octet | \$0.000005 |
|----------------|------------|

DEDICATED SIGNALING LINKS

1. SS7 LINK CROSS CONNECT

DS0

| | |
|--------------------------|----------|
| Recurring Monthly | \$68.75 |
| Non-Recurring Initial | \$286.20 |
| Non-Recurring Additional | \$226.00 |

DS1

| | |
|--------------------------|----------|
| Recurring Monthly | \$49.55 |
| Non-Recurring Initial | \$254.95 |
| Non-Recurring Additional | \$194.80 |

2. STP PORT TERMINATION

| | |
|----------------------------|------------|
| Recurring Monthly | \$1,331.40 |
| Non-Recurring Installation | \$433.20 |

3. STP ACCESS LINK

56 Kbps Access Link

| | |
|----------|----------|
| Fixed | \$100.16 |
| Per Mile | \$ 0.91 |

| | |
|-------------------------------|----------|
| SIGNALING POINT CODE ADDITION | \$ 56.55 |
|-------------------------------|----------|

| | |
|-----------------------------------|----------|
| GLOBAL TITLE TRANSLATION ADDITION | \$ 25.05 |
|-----------------------------------|----------|

EXHIBIT 1

KANSAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

| | |
|----------------|-------------|
| Rate per Octet | \$0.0000002 |
|----------------|-------------|

DEDICATED SIGNALING LINKS

1. SS7 LINK CROSS CONNECT

DS0

| | |
|--------------------------|----------|
| Recurring Monthly | \$47.33 |
| Non-Recurring Initial | \$100.52 |
| Non-Recurring Additional | \$82.47 |

DS1

| | |
|--------------------------|---------|
| Recurring Monthly | \$34.13 |
| Non-Recurring Initial | \$90.52 |
| Non-Recurring Additional | \$72.48 |

2. STP PORT TERMINATION

| | |
|----------------------------|----------|
| Recurring Monthly | \$929.08 |
| Non-Recurring Installation | \$162.27 |

3. STP ACCESS LINK

56 Kbps Access Link

| | |
|----------|----------|
| Fixed | \$100.16 |
| Per Mile | \$ 0.91 |

| | |
|-------------------------------|----------|
| SIGNALING POINT CODE ADDITION | \$ 17.31 |
|-------------------------------|----------|

| | |
|-----------------------------------|---------|
| GLOBAL TITLE TRANSLATION ADDITION | \$ 7.63 |
|-----------------------------------|---------|

EXHIBIT 1

MISSOURI PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

| | |
|----------------|-------------|
| Rate per Octet | \$0.0000028 |
|----------------|-------------|

DEDICATED SIGNALING LINKS

| | |
|-----------------------------------|----------|
| 1. SS7 LINK CROSS CONNECT | |
| DS0 | |
| Recurring Monthly | \$74.15 |
| Non-Recurring Initial | \$299.30 |
| Non-Recurring Additional | \$235.75 |
| DS1 | |
| Recurring Monthly | \$53.65 |
| Non-Recurring Initial | \$266.70 |
| Non-Recurring Additional | \$203.15 |
| 2. STP PORT TERMINATION | |
| Recurring Monthly | \$621.65 |
| Non-Recurring Installation | \$455.65 |
| 3. STP ACCESS LINK | |
| 56 Kbps Access Link | |
| Fixed | \$100.16 |
| Per Mile | \$ 0.91 |
| SIGNALING POINT CODE ADDITION | \$ 59.75 |
| GLOBAL TITLE TRANSLATION ADDITION | \$ 26.60 |

EXHIBIT 1

OKLAHOMA PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

| | |
|----------------|--------------|
| Rate per Octet | \$0.00000139 |
|----------------|--------------|

DEDICATED SIGNALING LINKS

| | | |
|----|-----------------------------------|----------|
| 1. | SS7 LINK CROSS CONNECT | |
| | DS0 | |
| | Recurring Monthly | \$55.70 |
| | Non-Recurring Initial | \$177.36 |
| | Non-Recurring Additional | \$155.28 |
| | DS1 | |
| | Recurring Monthly | \$40.26 |
| | Non-Recurring Initial | \$155.94 |
| | Non-Recurring Additional | \$133.87 |
| 2. | STP PORT TERMINATION | |
| | Recurring Monthly | \$572.32 |
| | Non-Recurring Installation | \$304.66 |
| 3. | STP ACCESS LINK | |
| | 56 Kbps Access Link | |
| | Fixed | \$100.16 |
| | Per Mile | \$ 0.91 |
| | SIGNALING POINT CODE ADDITION | \$ 40.33 |
| | GLOBAL TITLE TRANSLATION ADDITION | ICB |

EXHIBIT 1

TEXAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

| | |
|----------------|--------------|
| Rate per Octet | \$0.00000031 |
|----------------|--------------|

DEDICATED SIGNALING LINKS

1. SS7 LINK CROSS CONNECT

DS0

| | |
|--------------------------|---------|
| Recurring Monthly | \$42.58 |
| Non-Recurring Initial | \$67.24 |
| Non-Recurring Additional | \$64.55 |

DS1

| | |
|--------------------------|---------|
| Recurring Monthly | \$30.89 |
| Non-Recurring Initial | \$75.12 |
| Non-Recurring Additional | \$72.46 |

2. STP PORT TERMINATION

| | |
|----------------------------|----------|
| Recurring Monthly | \$365.36 |
| Non-Recurring Installation | \$50.26 |

3. STP ACCESS LINK

56 Kbps Access Link

| | |
|----------|----------|
| Fixed | \$100.16 |
| Per Mile | \$ 0.91 |

| | |
|-------------------------------|---------|
| SIGNALING POINT CODE ADDITION | \$12.57 |
|-------------------------------|---------|

| | |
|-----------------------------------|--------|
| GLOBAL TITLE TRANSLATION ADDITION | \$1.01 |
|-----------------------------------|--------|

EXHIBIT 1

CALIFORNIA PRICING – WIRELESS

DEDICATED SIGNALING LINKS

1. STP PORT TERMINATION

SS7 Link Cross Connect element is included as part of the STP Port rate element.

| | |
|-------------------|------------|
| Recurring Monthly | \$1,325.00 |
|-------------------|------------|

Non-Recurring Service Order

| | |
|------------|---------|
| Connect | \$42.66 |
| Disconnect | \$20.36 |
| Change | \$20.36 |
| Record | \$11.52 |

Non-Recurring Channel Connection

| | |
|------------|----------|
| Connect | \$125.42 |
| Disconnect | \$44.47 |

2. STP ACCESS LINK

56 Kbps Access Link

| | |
|-------------------|----------|
| Recurring Monthly | |
| Fixed | \$195.00 |
| Per Mile | \$0.60 |

Non-Recurring Service Order

| | |
|------------|---------|
| Connect | \$35.68 |
| Disconnect | \$21.94 |
| Change | \$24.39 |
| Record | \$19.94 |

Non-Recurring Channel Connection

| | |
|------------|----------|
| Connect | \$167.45 |
| Disconnect | \$55.12 |

EXHIBIT 1

NEVADA PRICING – WIRELESS

DEDICATED SIGNALING LINKS

1. STP PORT TERMINATION

SS7 Link Cross Connect element is included as part of the STP Port rate element.

Recurring Monthly \$2,249.00

| | | |
|---------------|--|----------|
| Non Recurring | | |
| Initial | | \$319.80 |
| Additional | | \$148.35 |

2. STP ACCESS LINK

56 Kbps Access Link

| | |
|--------------------------|------------------|
| Recurring Monthly | |
| Fixed | \$19.00 |
| Per Mile | \$0.34107 |

| | |
|---------------|----------|
| Non-Recurring | |
| Initial | \$319.80 |
| Additional | \$148.35 |

EXHIBIT 1

ILLINOIS PRICING – WIRELESS

| | |
|------------------------------------|------------|
| STP PORT TERMINATION | |
| Recurring Monthly | \$263.19 |
| Non-Recurring | \$714.11 |
| ORIGINATING POINT CODE TRANSLATION | \$24.75 |
| GLOBAL TITLE ADDRESS TRANSLATION | \$13.31 |
| SIGNAL FORMULATION | |
| Per IAM Message | \$0.000451 |
| Per TCAP Message | \$0.000324 |
| SIGNAL TRANSPORT | |
| Per IAM Message | \$0.000084 |
| Per TCAP Message | \$0.000057 |
| SIGNAL SWITCHING | |
| Per IAM Message | \$0.000133 |
| Per TCAP Message | \$0.000108 |
| SIGNAL TANDEM SWITCHING | |
| Per IAM Message | \$0.000299 |

EXHIBIT 1

INDIANA PRICING – WIRELESS**STP PORT TERMINATION**

| | |
|-------------------|----------|
| Recurring Monthly | \$288.78 |
| Non-Recurring | \$617.01 |

| | |
|------------------------------------|---------|
| ORIGINATING POINT CODE TRANSLATION | \$21.38 |
|------------------------------------|---------|

| | |
|----------------------------------|---------|
| GLOBAL TITLE ADDRESS TRANSLATION | \$11.49 |
|----------------------------------|---------|

SIGNAL FORMULATION

| | |
|------------------|------------|
| Per IAM Message | \$0.000124 |
| Per TCAP Message | \$0.000284 |

SIGNAL TRANSPORT

| | |
|------------------|------------|
| Per IAM Message | \$0.000085 |
| Per TCAP Message | \$0.000057 |

SIGNAL SWITCHING

| | |
|------------------|------------|
| Per IAM Message | \$0.000155 |
| Per TCAP Message | \$0.000125 |

SIGNAL TANDEM SWITCHING

| | |
|-----------------|------------|
| Per IAM Message | \$0.000324 |
|-----------------|------------|

EXHIBIT 1

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION

| | |
|-------------------|----------|
| Recurring Monthly | \$270.11 |
| Non-Recurring | \$254.79 |

| | |
|------------------------------------|----------|
| ORIGINATING POINT CODE TRANSLATION | \$ 25.98 |
|------------------------------------|----------|

| | |
|----------------------------------|----------|
| GLOBAL TITLE ADDRESS TRANSLATION | \$ 12.29 |
|----------------------------------|----------|

SIGNAL FORMULATION

| | |
|------------------|------------|
| Per IAM Message | \$0.000229 |
| Per TCAP Message | \$0.000118 |

SIGNAL TRANSPORT

| | |
|------------------|------------|
| Per IAM Message | \$0.000051 |
| Per TCAP Message | \$0.000034 |

SIGNAL SWITCHING

| | |
|------------------|------------|
| Per IAM Message | \$0.000073 |
| Per TCAP Message | \$0.000056 |

SIGNAL TANDEM SWITCHING

| | |
|-----------------|------------|
| Per IAM Message | \$0.000123 |
|-----------------|------------|

EXHIBIT 1

OHIO PRICING – WIRELESS**STP PORT TERMINATION**

| | |
|-------------------|----------|
| Recurring Monthly | \$302.76 |
| Non-Recurring | \$665.69 |

| | |
|------------------------------------|----------|
| ORIGINATING POINT CODE TRANSLATION | \$ 24.21 |
|------------------------------------|----------|

| | |
|----------------------------------|----------|
| GLOBAL TITLE ADDRESS TRANSLATION | \$ 13.03 |
|----------------------------------|----------|

SIGNAL FORMULATION

| | |
|------------------|------------|
| Per IAM Message | \$0.000160 |
| Per TCAP Message | \$0.000132 |

SIGNAL TRANSPORT

| | |
|------------------|------------|
| Per IAM Message | \$0.000050 |
| Per TCAP Message | \$0.000033 |

SIGNAL SWITCHING

| | |
|------------------|------------|
| Per IAM Message | \$0.000135 |
| Per TCAP Message | \$0.000120 |

SIGNAL TANDEM SWITCHING

| | |
|-----------------|------------|
| Per IAM Message | \$0.000233 |
|-----------------|------------|

EXHIBIT 1

WISCONSIN PRICING – WIRELESS**STP PORT TERMINATION**

| | |
|-------------------|----------|
| Recurring Monthly | \$347.17 |
| Non-Recurring | \$628.12 |

| | |
|------------------------------------|----------|
| ORIGINATING POINT CODE TRANSLATION | \$ 22.94 |
|------------------------------------|----------|

| | |
|----------------------------------|----------|
| GLOBAL TITLE ADDRESS TRANSLATION | \$ 12.33 |
|----------------------------------|----------|

SIGNAL FORMULATION

| | |
|------------------|------------|
| Per IAM Message | \$0.000342 |
| Per TCAP Message | \$0.000333 |

SIGNAL TRANSPORT

| | |
|------------------|------------|
| Per IAM Message | \$0.000133 |
| Per TCAP Message | \$0.000090 |

SIGNAL SWITCHING

| | |
|------------------|------------|
| Per IAM Message | \$0.000184 |
| Per TCAP Message | \$0.000152 |

SIGNAL TANDEM SWITCHING

| | |
|-----------------|------------|
| Per IAM Message | \$0.000458 |
|-----------------|------------|

ILLINOIS

1. The rates for transport and termination and transiting, for Carrier-to-Telco traffic shall be as follows (per Conversation MOU):

| <u>Type 2A</u> | <u>Type 2B</u> | <u>Type 1</u> | <u>Transiting</u> |
|----------------|----------------|---------------|-------------------|
| \$.005318 | \$.003746 | \$.005318 | \$.005118 |

2. The rates for transport and termination for Telco-to-Carrier traffic shall be as follows (Per Conversation MOU):

| <u>Type 2A</u> | <u>Type 2B</u> | <u>Type 1</u> |
|----------------|-------------------|---------------|
| \$.005318 | <u>\$.005318</u> | \$.005318 |

3. Except as otherwise provided in Paragraph 4 below, Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

4. Shared facilities for two-way trunk groups between the Telco tandem building and Carrier MSC will be provided by Carrier to Telco at a DS1 equivalent with a DS1 assumed to be equivalent to 200,000 MOUs of Land-to-Mobile traffic except as required under the direct trunking requirement of Section 5.4.4 in which the traffic from a single Verizon Wireless MSC to a single Ameritech end office switch reaches 864 CCS (24 Erlangs) during the busy hour for three consecutive months and Ameritech opts to have Verizon Wireless establish direct trunk routing with a POI in the tandem building, whereby each party is responsible for their facilities on their side of the POI.

May be paid on a flat rate of \$90.00 per month per 200,000 MOUs of Land-to-Mobile traffic billed by Carrier or as an MOU additive of \$.00045 per MOU billed by Carrier.

5. InterMTA Traffic

- 5.1 InterMTA Rates (to be paid per Conversation MOU to Telco by Carrier on applicable Carrier to Telco InterMTA calls)

\$ 0.009782

6. The rates for trunking are set forth in Telco Tariff ICC 16, Section 15, as amended from time to time.

7. Other Charges

- 7.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 7.2 Cancellation Charge. This charge is not currently applicable in this State.
- 7.3 Rollover Charges. This charge is not currently applicable in this State.
- 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from being an area wide calling plan NPA-NXX to a standard billing arrangement, or from or to being an EMS/EAS NPA-NXX.
- 7.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.
- 7.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

**AMENDMENT
TO
CELLULAR/PCS INTERCONNECTION AGREEMENT**

between one or more of

ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS,

and

VERIZON WIRELESS LLC d/b/a VERIZON WIRELESS

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC")¹ and Verizon Wireless LLC on behalf of Cellco Partnership, Chicago 10 MHz LLC, Chicago SMSA Limited Partnership, CyberTel Cellular Telephone Company, GTE Wireless of the Midwest Incorporated, Illinois RSA 1 Limited Partnership, Illinois RSA 6 and 7 Limited Partnership, Illinois SMSA Limited Partnership, Rockford MSA Limited Partnership, Southern & Central Wireless, LLC; all of its entities d/b/a Verizon Wireless ("Carrier") ("Agreement") effective in the state of Illinois is hereby amended as follows:

- I. Section 45.2 of the Cellular/PCS Interconnection Agreement is amended to reflect a two-year extension and now reads as follows:

Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until August 8, 2005 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.

- II. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and

¹ Illinois Bell Telephone Company, f/k/a Ameritech Illinois, is now doing business in Illinois as SBC Illinois.

any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice") In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC ILLINOIS** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten days following approval by such Commission or the date this Amendment is deemed to have been approved by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8 day of December, 2003, by SBC Illinois, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Verizon Wireless:
Celco Partnership
d/b/a Verizon Wireless

Chicago 10 MHz LLC
d/b/a Verizon Wireless
By Celco Partnership, Its Sole Member

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless
By Celco Partnership, Its Sole Owner

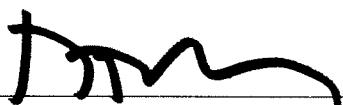
Illinois RSA 1 Limited Partnership
d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated,
Its General Partner

Illinois RSA 6 and 7 Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

Illinois SMSA Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, Its General Partner

Rockford MSA Limited Partnership
d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated,
Its General Partner

Southern & Central Wireless, LLC
d/b/a Verizon Wireless
By Celco Partnership,
Its Sole Member

By: 

Name: DAVID R. HEVERLINK
 (Print or Type)

Title: AREA VICE PRESIDENT-Network

(Print or Type)

Date: 9/15/03

Illinois Bell Telephone Company d/b/a SBC Illinois by SBC Telecommunications, Inc., its authorized agent

For/ President – Industry Markets

Date: DEC 08 2003

By: 

Name: Mike Aunbauh
 (Print or Type)

Date: DEC 08 2003

CARRIER LICENSES

| LICENSEE | MARKET NAME | MARKET STATE | CALL SIGN | SERVICE |
|--|------------------------------|--------------|-----------|----------|
| Cellco Partnership | ILLINOIS 3-MERCER | IL | KNKN768 | Cellular |
| Cellco Partnership | ILLINOIS 5-MASON | IL | KNKN900 | Cellular |
| Cellco Partnership | ILLINOIS 8-WASHINGTON | IL | KNKN477 | Cellular |
| Cellco Partnership | ILLINOIS 9-CLAY | IL | WPOK363 | Cellular |
| Cellco Partnership | PADUCAH-MURRAY-MAYFIELD | IL | WPTB358 | |
| Cellco Partnership | PEORIA | IL | KNKA443 | Cellular |
| Chicago 10 MHz LLC | CHICAGO | IL | KNLF207 | PCS |
| Chicago SMSA Limited Partnership | AURORA-ELGIN | IL | KNKA549 | Cellular |
| Chicago SMSA Limited Partnership | CHICAGO | IL | KNKA200 | Cellular |
| Chicago SMSA Limited Partnership | JOLIET | IL | KNKA594 | Cellular |
| Chicago SMSA Limited Partnership | KANKAKEE | IL | KNKA495 | Cellular |
| CyberTel Cellular Telephone Company | ST. LOUIS | MO/IL | KNKA234 | Cellular |
| GTE Wireless of the Midwest Incorporated | DAVENPORT-ROCK ISLAND-MOLINE | IA/IL | KNKA419 | Cellular |
| Illinois RSA 1 Limited Partnership | ILLINOIS 1-JO DAVIESS | IL | KNKN930 | Cellular |
| Illinois RSA 6 and 7 Limited Partnership | ILLINOIS 6-MONTGOMERY | IL | KNKN996 | Cellular |
| Illinois RSA 6 and 7 Limited Partnership | ILLINOIS 7-VERMILLION | IL | KNKN997 | Cellular |
| Illinois SMSA Limited Partnership | BLOOMINGTON-NORMAL | IL | KNKA777 | Cellular |
| Illinois SMSA Limited Partnership | CHAMPAIGN-URBANA-RANTOUL | IL | KNKA469 | Cellular |
| Illinois SMSA Limited Partnership | DECATUR | IL | KNKA778 | Cellular |
| Illinois SMSA Limited Partnership | ILLINOIS 4-ADAMS | IL | KNKQ278 | Cellular |
| Illinois SMSA Limited Partnership | ILLINOIS 5-MASON | IL | KNKQ307 | Cellular |
| Illinois SMSA Limited Partnership | SPRINGFIELD | IL | KNKA630 | Cellular |
| Rockford MSA Limited Partnership | ROCKFORD | IL | KNKA477 | Cellular |
| Southern & Central Wireless, LLC | CHICAGO (Kenosha Co., WI) | IL | WPQR415 | |

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
VERIZON WIRELESS**

Illinois Bell Telephone Company¹ d/b/a SBC Illinois, as the Incumbent Local Exchange Carrier in Illinois, (hereafter, "ILEC" or "SBC Illinois") and Chicago SMSA Limited Partnership Wireless by Cellco Partnership, its general partner, CyberTel Cellular d/b/a Verizon Wireless by Cellco Partnership, its general partner, Illinois RSAs 6 & 7 Limited Partnership d/b/a Verizon Wireless by Illinois SMSA Limited Partnership, by Cellco Partnership, its general partner ("Verizon Wireless"), as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Illinois (the "Offer") to exchange traffic on and after September 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:

¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

September 1, 2003 and thereafter: .0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Illinois ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Illinois Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

| | |
|--------------------|---|
| Calendar Year 2001 | 1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10 |
|--------------------|---|

| | |
|--------------------|---|
| Calendar Year 2002 | Year 2001 compensable ISP-bound minutes, times 1.10 |
|--------------------|---|

| | |
|--------------------|---|
| Calendar Year 2003 | Year 2002 compensable ISP-bound minutes |
|--------------------|---|

| | |
|---------------------------|---|
| Calendar Year 2004 and on | Year 2002 compensable ISP-bound minutes |
|---------------------------|---|

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Illinois LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Illinois LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Illinois LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Illinois LATA, and that any ISP-bound Traffic in other Illinois LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before September 23, 2003, this Amendment will be effective as of September 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on September 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after September 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any demands thereof and any other federal or state regulatory, legislative or judicial action(s),

including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Illinois has adopted the FCC ISP terminating compensation plan ("FCC Plan"), and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Illinois right to exercise its option at any time to adopt on a date specified by SBC Illinois the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Illinois shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC Illinois shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC Illinois network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC ILLINOIS shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC ILLINOIS will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Illinois, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Illinois Bell Telephone Company
d/b/a SBC Illinois
By SBC Telecommunications, Inc.,
its authorized agent

Verizon Wireless:
Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By Celco Partnership, its general partner

CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Celco Partnership, its general partner

Illinois RSAs 6 & 7 Limited Partnership
d/b/a Verizon Wireless
By Illinois SMSA Limited

By: Mike Aulinbauh
Name: Mike Aulinbauh
(Print or Type)

By: DAVID R. HEVERLING
Name: DAVID R. HEVERLING
(Print or Type)

Title: For President - Industry Markets
(Print or Type)

Area Vice President - Network
East President - Industry Markets

Date: NOV 10 2003

Date: 9/15/03

FACILITIES-BASED OCN # 6333

ACNA DUG, CCQ, CMO, MGH
CRR, CCR

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
VERIZON WIRELESS**

The Interconnection Agreement dated October 16, 2001 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois")¹ and Cellco Partnership d/b/a Verizon Wireless, Chicago SMSA Limited Partnership d/b/a Verizon Wireless, CyberTel Cellular Telephone Company d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless, Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless, Illinois SMSA Limited Partnership d/b/a Verizon Wireless, Rockford MSA Limited Partnership d/b/a Verizon Wireless and Southern & Central Wireless, LLC d/b/a Verizon Wireless (collectively, "Verizon Wireless") ("Agreement") effective in the State of Illinois is hereby amended as follows:

1. Section 45. Term and Termination of the Agreement is amended by adding the following section:
 - 45.1.1 Notwithstanding anything to the contrary in this Section 16, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on April 10, 2007 until April 10, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Verizon Wireless, by AT&T Illinois pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Illinois shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this quart day of January, 2008, by AT&T Illinois, signing by and through its duly authorized representative, and Verizon Wireless, signing by and through its duly authorized representative.

Cellco Partnership d/b/a Verizon Wireless

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

Chicago SMSA Limited Partnership d/b/a Verizon
Wireless By Cellco
Partnership, Its General Partner

CyberTel Cellular Telephone Company d/b/a Verizon
Wireless By Cellco
Partnership, Its General Partner

GTE Wireless of the Midwest Incorporated d/b/a
Verizon Wireless

Illinois RSA 1 Limited Partnership d/b/a Verizon
Wireless By GTE
Wireless of the Midwest Incorporated, Its General
Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a
Verizon Wireless By
Illinois SMSA Limited Partnership, Its General
Partner By Cellco
Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon
Wireless By Cellco
Partnership, Its General Partner

Rockford MSA Limited Partnership d/b/a Verizon
Wireless By GTE Wireless
of the Midwest Incorporated, Its General Partner

Southern & Central Wireless, LLC d/b/a Verizon
Wireless
By Cellco Partnership,
Its Sole Member

By: Beth Ann Drchan
Name: BETH ANN DRCHAN
(Print or Type)

Title: Area Vice President - Network
(Print or Type)

Date: 12/14/08

By: Eddie A. Reed, Jr.
Name: EDDIE A. REED, JR.
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-9-08

FACILITIES-BASED OCN # 6333

UNE OCN # N/A

RESALE OCN # N/A

ACNA MGH MHU, CRR

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
VERIZON WIRELESS**

The Interconnection Agreement ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois") and Cellco Partnership d/b/a Verizon Wireless, Chicago SMSA Limited Partnership d/b/a Verizon Wireless, CyberTel Cellular Telephone Company d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless, Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless, Illinois SMSA Limited Partnership d/b/a Verizon Wireless, Rockford MSA Limited Partnership d/b/a Verizon Wireless and Southern & Central Wireless, LLC d/b/a Verizon Wireless ("CARRIER") is hereby amended as follows:

- (1) Add the Appendix Wireless Physical Collocation, which is attached hereto and incorporated herein by this reference.
- (2) Add the Collocation Rate Schedule, which is attached hereto and incorporated herein by this reference.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (6) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

Celco Partnership d/b/a Verizon Wireless

Chicago SMSA Limited Partnership d/b/a Verizon
Wireless By Celco
Partnership, Its General Partner

CyberTel Cellular Telephone Company d/b/a Verizon
Wireless By Celco
Partnership, Its General Partner

GTE Wireless of the Midwest Incorporated d/b/a
Verizon Wireless

Illinois RSA 1 Limited Partnership d/b/a Verizon
Wireless By GTE
Wireless of the Midwest Incorporated, Its General
Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a
Verizon Wireless By
Illinois SMSA Limited Partnership, Its General
Partner By Celco
Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon
Wireless By Celco
Partnership, Its General Partner

Rockford MSA Limited Partnership d/b/a Verizon
Wireless By GTE Wireless
of the Midwest Incorporated, Its General Partner

Southern & Central Wireless, LLC d/b/a Verizon
Wireless
By Celco Partnership,
Its Sole Member

By: Beth Ann Drahon

Printed: Beth Ann Drahon

Title: Area Vice President - Network
(Print or Type)

Date: 7/23/08

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

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements
(Print or Type)

Date: 8-12-08

ACNA: EBA, MHV, MGH, CRR, MCO

OCN: 6333

APPENDIX WIRELESS COLLOCATION PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Wireless Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Wireless Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Wireless collocation is available for the placement of telecommunications equipment as provided for in this appendix for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96. The terms "telephone exchange service" and "exchange access" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively. Nothing contained in this appendix shall prohibit a Wireless Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Wireless Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which the Wireless Collocator will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") with the effective date of the Amendment to this Appendix. The Billing Conversions shall only involve changes in the applicable pricing prospectively, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

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

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be

assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, and the Wireless Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Wireless Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Wireless Collocator-provided structure placed on **AT&T-13STATE** property (Adjacent On-site) or non-**AT&T-13STATE** property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Wireless Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Wireless Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Wireless Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Wireless Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Wireless Collocator, (e.g., brighter lighting above the Wireless Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which **AT&T-13STATE** provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when **AT&T-13STATE** has completed all it has to do and is not dependent on when or whether the Wireless Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Wireless Collocator's Physical Collocation arrangement located in **AT&T-13STATE** Eligible Structure.
- 2.12 **Effective Billing Date** - The date **AT&T-13STATE** completed its work as required by the Wireless Collocator's accurate and complete application and made the Physical Collocation space available to the Wireless Collocator, regardless of any failure by the Wireless Collocator to complete its work.

2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.

2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Wireless Collocator and will not typically benefit either other Collocators or AT&T-13STATE as defined in Section 17.

2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.

2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Appendix.

2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Wireless Collocator in AT&T-13STATE eligible structures in all collocation footprints areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.

2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Wireless Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.

2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Wireless Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.

2.19 **Interconnection** - As described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic, exchange access and jointly provisioned switched access traffic .

2.20 **Interconnector's Guide for Collocation (Collocation Handbook)** - or like document is a publication provided to Wireless Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.

2.21 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.

2.22 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

2.23 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.24 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Wireless Collocator's Dedicated Space.
- 2.25 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Wireless Collocator's equipment.
- 2.26 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.27 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.28 **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 **AT&T-13STATE**'s network.
- 2.29 **Unused Space** - Any space (i) existing in **AT&T-13STATE**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **AT&T-13STATE**'s or any third party, (iii) that is not occupied by **AT&T-13STATE**'s, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **AT&T-13STATE**'s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**AT&T-13STATE**'s or Requesting Wireless Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **AT&T-13STATE**'s warranty on proximate.

3. GENERAL

3.1 Certification

- 3.1.1 The Wireless Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. **AT&T-13STATE** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.
- 3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. **AT&T-13STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Wireless Collocator in a premise will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Wireless Collocator requests for collocation options directly attributable to the requesting Wireless Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

- 3.3.1 The Wireless Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all **AT&T-13STATE** requirements. The Installation Supplier shall coordinate with the **AT&T-13STATE** representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

- 3.4.1 The Wireless Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Wireless Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Wireless Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Wireless Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Wireless Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).
- 3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Wireless Collocator on a first-come, first-served basis if such space is available. Wireless Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.
- 3.6 Wireless Collocator shall be allowed to have reasonable use of and access to loading docks. Wireless Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Wireless Collocator's Equipment and Facilities

- 3.7.1 The Wireless Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Wireless Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
 - 3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;
 - 3.7.1.2 its equipment;
 - 3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Wireless Collocator and only if and as required; and
 - 3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

- 3.8 Americans with Disability Act (ADA)
 - 3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
 - 3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Wireless Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Wireless Collocator located within the Eligible Structure, based on the total space utilized by each Wireless Collocator.

- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Wireless Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Wireless Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Wireless Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Wireless Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Wireless Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Wireless Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T-13STATE or the Wireless Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Wireless Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Wireless Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Wireless Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Wireless Collocator or its agents or employees.

4.3 Force Majeure Events

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

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

4.4 Insurance

4.4.1 Coverage Requirements

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

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence 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. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

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

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Wireless Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Wireless Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-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 Wireless Collocator or located on or in the space at the request of Wireless Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

4.4.1.1.5 Property insurance on Wireless Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Wireless Collocator against AT&T-13STATE for damage to Wireless Collocator's fixtures or personal property are hereby waived. Wireless Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

4.4.1.1.6 AT&T-13STATE requires that companies affording insurance coverage must have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Wireless Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Wireless Collocator, and the Wireless Collocator will have five (5) business days to cure the deficiency. If the Wireless Collocator does not cure the deficiency within five (5) business days, Wireless Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Wireless Collocator as specified herein. AT&T-13STATE will invoice Wireless Collocator for the costs incurred to so acquire insurance.

4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING AT&T-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

4.4.4 The Wireless Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Wireless 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 Wireless Collocator meets all of the requirements of this Section. If the Wireless Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Wireless Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

5.2 Wireless Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnitees"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (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 other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Wireless 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 Wireless Collocator or a contractor or a representative of Wireless Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

5.3 AT&T-13STATE shall, make reasonable efforts to promptly notify Wireless Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Wireless Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Wireless Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Wireless Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such

defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Wireless Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Wireless Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenantable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Wireless Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Wireless Collocator within thirty (30) business days following such occurrence that the Wireless Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Wireless Collocator's election, AT&T-13STATE must provide to the Wireless Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Wireless Collocator by AT&T-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Wireless Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Wireless Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Wireless Collocator.

6.1.1 Wireless Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Wireless Collocator technicians will be security-qualified by the Wireless Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Wireless Collocator personnel and technicians will undergo the same level of security training or its

equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Wireless Collocator to receive security training from AT&T-13STATE, but will provide information to Wireless Collocator on the specific type of training required.

6.1.1.2 Wireless Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.

6.1.1.3 Wireless Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Wireless Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Wireless Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Wireless Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Wireless Collocator's equipment on AT&T-13STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Wireless Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Wireless Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Wireless Collocator at no charge.

6.1.1.4 Wireless Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Wireless Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Wireless Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is

required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.

6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Wireless Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.

6.1.1.6 Wireless Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Wireless Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. Wireless Collocator will also have reasonable access to Wireless Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-13STATE is responsible for providing the Wireless Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Wireless Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Wireless Collocator's entry into an Eligible Structure.

7.1.2 The Wireless Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Wireless Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T-13STATE grants to the Wireless Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Wireless Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Wireless Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Wireless Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Wireless Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Wireless Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Wireless Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Wireless Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Wireless Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Wireless Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Wireless Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent supporting its placement of Wireless Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Wireless Collocator. If the Wireless Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Wireless Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T-13STATE representative will escort one (1) Wireless Collocator agent on the inspection tour. If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Wireless Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Wireless Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Wireless Collocator's space in Inactive Space. If the Wireless Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Wireless Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment for the purpose of interconnection. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.2 AT&T-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, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Wireless Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Wireless Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Wireless Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Wireless Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Wireless Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. AT&T-13STATE will not require Wireless Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-13STATE will permit Wireless Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Wireless Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Wireless Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Wireless Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Wireless Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Wireless Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.

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

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Wireless Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Wireless Collocator specifically requests regeneration. Required regeneration and Wireless Collocator-requested regeneration will be provided at the Wireless Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Wireless Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Wireless Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection.

7.6.1.6.3 When the Wireless Collocator elects to utilize an Adjacent Off-site Arrangement, the Wireless Collocator shall provide both the AC and DC power required to

operate such facility. The Wireless Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes.

7.6.1.6.4 At the time the Wireless Collocator requests this arrangement, the Wireless Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Wireless Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Wireless Collocator and, if it cannot meet the Wireless Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Wireless Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Wireless Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Wireless 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, Wireless Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Wireless Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T-13STATE will notify the Wireless Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Wireless Collocator's Dedicated Space with potential to disrupt the Wireless Collocator's services. AT&T-13STATE will provide such notification to the Wireless Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Wireless Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Wireless Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Wireless Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Wireless

Collocator may take reasonable actions necessary to protect the Wireless Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

- 8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, a Wireless Collocator may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.
- 8.1.2 AT&T-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

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

8.1.4 Space Unavailability Determination and Resolution

- 8.1.4.1 AT&T-13STATE shall notify the Wireless Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

- 8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Wireless Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.

- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Wireless Collocator.

- 8.1.4.4 AT&T-13STATE will file a notice that the Wireless Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Wireless Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Wireless Collocator, including amount of space requested by the Wireless Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other

equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 8.1.4.5 In the event AT&T-13STATE denies a Wireless Collocator's request and the Wireless Collocator disputes the denial, the Wireless Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Wireless Collocator, who will participate in the tour.
- 8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Wireless Collocator agent on the inspection tour.
- 8.1.4.8 If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Wireless Collocator agent shall promptly so advise AT&T-13STATE. The Wireless Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Wireless Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 Legitimately Exhausted. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-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 AT&T-13STATE's response to a Wireless Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-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. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

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

8.1.5.1.1A Wireless Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Wireless Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Wireless Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Wireless Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Wireless Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Wireless Collocator determines the alternative method of collocation meets their needs, the Wireless Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Wireless Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Wireless Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Wireless Collocator to retain its place in the collocation queue so long as the Wireless Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Wireless Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Wireless Collocator the type of Physical Collocation to be ordered.

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

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

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

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

8.1.6 Revisions

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

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Wireless Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

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

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Wireless Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

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

8.2.2 Cageless Physical Collocation Installation Intervals

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

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Wireless Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where Wireless Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the

space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

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

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

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

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

8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Wireless Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Wireless Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Wireless Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Wireless Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Wireless Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Wireless Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Wireless Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Wireless Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Wireless Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between Wireless Collocator and another Collocator provided the Wireless Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Wireless Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Wireless Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Wireless Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Wireless Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Wireless Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Wireless Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Wireless Collocator's request, AT&T-13STATE will provide the Wireless Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Wireless Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Wireless Collocator's receipt of such notice, AT&T-13STATE and the requesting Wireless Collocator shall, upon Wireless Collocator's request, conduct an acceptance walk-through of such space. The Wireless Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Wireless Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which

exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Wireless Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Wireless Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Wireless Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Wireless Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

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

8.4.2 Wireless Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Wireless Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Wireless Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Wireless Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Wireless Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Wireless Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Wireless Collocator establishes to AT&T's satisfaction that the Wireless Collocator's apparent inefficient use of space is caused by the Wireless Collocator holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Wireless Collocator is using between sixty (60) and one hundred percent (100%) of the Wireless Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Wireless Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.

8.4.3 If the Wireless Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Wireless Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business

day after AT&T-13STATE provides the Wireless Collocator with written notice of such failure and the Wireless Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE by that tenth (10th) business day. In any event, the Wireless Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

- 8.4.4 For purposes of this Section, the Wireless Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's for the purpose of providing this service.
- 8.4.5 If the Wireless Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Wireless Collocator does not use the Dedicated Space (or all the Dedicated Space), the Wireless Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Wireless Collocator were using the Dedicated Space, until such time as the Wireless Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

- 8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Wireless Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Wireless Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Wireless Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Wireless Collocator is required to relocate under this Section, the Wireless Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Wireless Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Wireless Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 8.5.2 If AT&T-13STATE determines that a Wireless Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Wireless Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Wireless Collocator, unless the Parties agree to a different financial arrangement.
- 8.5.3 If the Wireless Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Wireless Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Wireless Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In

any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 **AT&T-13STATE** shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T-13STATE** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 **AT&T-13STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Wireless Collocator or upon order of the appropriate Commission. **AT&T-13STATE** shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix **AT&T-13STATE** shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that **AT&T-13STATE** is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Wireless Collocator cancels or abandons its collocation space in any of **AT&T-13STATE**'s central offices before **AT&T-13STATE** has recovered the full cost associated with providing that space to the Wireless Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Wireless Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

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

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

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

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Wireless Collocator and **AT&T-13STATE**, Wireless Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Wireless Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by **AT&T-13STATE** of written notice of a controversy from Wireless Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of

these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

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

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T-13STATE may change its billing date practices upon thirty (30) day's notice to the Wireless Collocator.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event of a bona fide dispute between a Wireless Collocator and AT&T-13STATE regarding any bill for anything ordered from this Appendix, Wireless Collocator shall, prior to the Bill Due Date, give written notice to AT&T-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Wireless Collocator disputes the billed amount. *If the disputed amount has not been paid, to be deemed a "dispute" under this Section 8.9.2,* Wireless Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Wireless Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Wireless Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Wireless Collocator shall pay all undisputed amounts to AT&T-13STATE when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

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

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

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

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Wireless Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Wireless Collocator and AT&T-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Wireless Collocator and AT&T-13STATE (that is, signature(s) from representative(s) of Wireless Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, AT&T-13STATE shall make an investigation as shall be required to report the results to the Wireless Collocator. Provided that Wireless Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, AT&T-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Wireless Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Wireless Collocator must notify AT&T-13STATE in writing within thirty (30) days following receipt of the results of AT&T-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T-13STATE of written notice of a billing dispute from Wireless Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless

agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

- 8.9.7.2 Billing Disputes Subject to Mandatory Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Wireless Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.
- 8.9.7.3 Billing Disputes Subject to Elective Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Wireless Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

- 8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.
- 8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.
- 8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, AT&T-13STATE and the Wireless Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 AT&T-13STATE shall credit Wireless Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Wireless Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Wireless Collocator shall be disbursed to Wireless Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T-13STATE shall be disbursed to AT&T-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Wireless Collocator shall pay AT&T-13STATE any difference between the amount of accrued interest AT&T-13STATE received from the escrow disbursement and the amount of Late Payment Charges AT&T-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Wireless Collocator to pay any charges determined to be owed to AT&T-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 If the Wireless Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Wireless Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Wireless Collocator's designated contact. A credit allowance will be made to the Wireless Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

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

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

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

9. FIBER OPTIC CABLE AND DEMARCTION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 The Wireless Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Wireless Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Wireless Collocators.
- 9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Wireless Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Wireless Collocator in the Wireless Collocator's written request, the Wireless Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Wireless Collocator(s).
- 9.1.3 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space. If Wireless Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Wireless Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Wireless Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Wireless Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Wireless Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) . Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access .
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Wireless Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party function .
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment, as the Wireless Collocator seeks to deploy it, meets the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional

functions the equipment would perform and the telecommunication services the Wireless Collocator seeks to provide to its customers by means of the interconnection. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.

- 10.1.4 AT&T-13STATE voluntarily allows Wireless Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Wireless Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Wireless Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Wireless Collocator's equipment and facilities.
- 10.1.6 When the Wireless Collocator's Physical Collocation arrangement is within the Eligible Structure, the Wireless Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Wireless Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Wireless Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Wireless Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

- 10.2.1 A list of all the equipment and facilities that the Wireless Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Wireless Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Wireless Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Wireless Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

- 10.2.2.1 The Wireless Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Wireless Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Wireless Collocator.

10.2.3 Limitations

- 10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Wireless Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides

interconnection. AT&T-13STATE will ensure that the Wireless Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

- 10.3.1 The Wireless Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Wireless Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.
- 10.3.2 AT&T-13STATE will not delay a Wireless Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Wireless Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Wireless Collocator must comply with Section 6 of this Appendix).
- 10.3.3 The Wireless Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Wireless Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Wireless Collocator, except for ordinary wear and tear.
- 10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Wireless Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Wireless Collocator, a Wireless Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Wireless Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

- 10.4.1 Regarding safety, Wireless Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

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

10.6 Personal Property and Its Removal

- 10.6.1 In accordance with and subject to the conditions of this Appendix, the Wireless Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Wireless Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Wireless Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Wireless Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Wireless Collocator or any person acting through or on behalf of the Wireless Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Wireless Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Wireless Collocator in accordance with AT&T-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Wireless Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Wireless Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.

11.2 A Wireless Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:

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

11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order interconnection to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Wireless Collocator must use a contractor/vendor to perform the necessary preparation activities within the Wireless Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Wireless Collocator shall be solely responsible for all charges of any such contractor/vendor. The Wireless Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased

Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

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

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

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Wireless Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Wireless Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Wireless Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

11.4 For Subleased Shared Collocation, if the Wireless Collocator is the Primary Collocator, then that (Primary) Wireless Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Wireless Collocator, Wireless Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, *inter alia*, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Wireless Collocator is the sub lessee (i.e., not the Primary Collocator) in a

Subleased Shared Collocation arrangement, Wireless Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- 11.5 Wireless Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-13STATE and permit Wireless Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Wireless Collocator was the original Collocator. Wireless Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Wireless Collocator's Resident Collocators access AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Wireless Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sub lessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Wireless Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Wireless Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Wireless Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Wireless Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Wireless Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Wireless Collocator must meet AT&T-13STATE minimum safety

standards. The minimum safety standards are as follows: (1) Wireless Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Wireless Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Wireless Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T-13STATE denied Collocation of Wireless Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Wireless Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Wireless Collocator's equipment was denied.

12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or determines that the Wireless Collocator's equipment does not meet the minimum safety standards, the Wireless Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Wireless Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Wireless Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Wireless Collocator's equipment does not meet the minimum safety standards above, the Wireless Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

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

13. RE-ENTRY

13.1 If the Wireless Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Wireless Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Wireless Collocator and any claiming under the Wireless Collocator, remove the Wireless Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.

- 13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Wireless Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

- 14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Wireless Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

14.2 Maintenance

- 14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Wireless Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

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

14.4 Legal Requirements

- 14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE's RIGHT OF ACCESS

- 15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Wireless Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Wireless Collocator by telephone of that entry and will leave written notice of

entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Wireless Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 **AT&T-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by **AT&T-13STATE** for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Wireless Collocator will be permitted to contract its own work for the preparation activities within the Wireless Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **AT&T-13STATE**, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AT&T-13STATE**, and the Wireless Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

- 17.1 Monthly Charges
 - 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Wireless Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.
- 17.2 Non-recurring Charges
 - 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
 - 17.2.2 With respect to any preparation of the Dedicated Space, the Wireless Collocator shall pay **AT&T-13STATE** fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.
 - 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Wireless Collocator when the Dedicated Space is complete and prior to occupancy.
- 17.3 Application of Rates and Charges
 - 17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this amendment, to all existing Wireless Collocator's collocation arrangements, including those established before the Effective Date [of this agreement]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.
- 17.4 Determination of Charges Not Established in Collocation Rate Summary
 - 17.4.1 Rate Elements - In the event that **AT&T-13STATE** seeks to impose a rate element or charge to a Wireless Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule,

AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Wireless Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Wireless Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Wireless Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Wireless Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Wireless Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Wireless Collocator's space pending resolution of the issue by the appropriate Commission and the Wireless Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Wireless Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Wireless Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

17.6 Extraordinary Charges - Wireless Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Wireless Collocator's equipment and for extraordinary costs to maintain the Collocation space for Wireless Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Wireless Collocator).

17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T-13STATE will allocate the costs fairly among itself, Wireless Collocator and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Wireless Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-13STATE must advise Wireless Collocator if extraordinary costs will be incurred within twenty (20) business days of the Wireless Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Wireless Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

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

18.2 Rate Elements

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

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Wireless Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Wireless Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Wireless Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.1.2 AT&T-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, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Wireless Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

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

18.2.3.1.4 If the Wireless Collocator elects to install, or requests that AT&T-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 the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

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

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

18.2.3.1.4.3 Common Systems Materials Charge

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

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

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-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 AT&T-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

18.2.3.1.4.5 Cage Preparation

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

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

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Wireless Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles

- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

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

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-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 AT&T-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 alarm

18.3 DC Power Amperage Charge

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

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Wireless Collocator for its power arrangement. By way of example, where Wireless Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Wireless Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

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

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

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Wireless Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Wireless 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 Wireless Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Wireless Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Wireless Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Wireless Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Wireless Collocator's cable facilities from AT&T-13STATE designated manhole, through

AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Wireless Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

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

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

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

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

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Wireless Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Wireless Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Wireless Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Wireless Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Wireless Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Wireless Collocator's Physical Collocation arrangement. If the prospective Wireless Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Wireless Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Wireless Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Wireless Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Wireless Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Wireless Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Wireless Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Wireless Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Wireless Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Wireless Collocator's Adjacent

Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Wireless Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the interconnection terminations as well as the design route of the power arrangement to the Wireless Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Wireless Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Wireless Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Wireless Collocator elects to collocate by Adjacent Off-site Arrangement, the Wireless Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the interconnection terminations to the Wireless Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Wireless Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

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

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

18.3.20 Miscellaneous Charges (Optional)

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

18.3.21 Collocation to Collocation Connection

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

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-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.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-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.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-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.

18.3.21.1.4 Cable Racking and Hole

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

18.3.21.1.5 Route Design

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

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

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

19.2 Complete Space Discontinuance

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

calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Wireless Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Wireless Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Wireless Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Wireless Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Wireless Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Wireless Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Wireless Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Wireless Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Wireless Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Wireless Collocator's risk and expense, and the Wireless Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Wireless Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or innerducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Wireless Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

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

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid.

Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.

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

19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-13STATE equipment and other items.

19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Wireless Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Wireless Collocator desires to disconnect a power arrangement (A&B feed), the Wireless Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Wireless Collocator desires to reduce the amperage on a power cable feed, the Wireless Collocator will be responsible for paying the costs

necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Wireless Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Wireless Collocator shall submit an augment application in order to process this request.

19.4.2 If the Wireless Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or an AT&T-13STATE Power Plant. When the Wireless Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Wireless Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Wireless Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Wireless Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Wireless Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Wireless Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Wireless Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Wireless Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Wireless Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Wireless Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in

Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Wireless Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Wireless Collocator shall submit an augment application in order to process this request. The Wireless Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Wireless Collocator must perform the following activity:

- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Wireless Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- (C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.
- (D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (H) Remove Timing Cable -- Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable - Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable - Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

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

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Wireless Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Wireless Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
- (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
- (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.

- (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
- (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
- (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
- (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
- (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
- (L) Power Records Update - The charge to update power records when changes/removals occur.
- (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Wireless Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
- (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

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

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE BDFB. This fee is applicable when the Wireless Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.
- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Wireless Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE

power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES - AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

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

- 21.1 The Wireless Collocator may elect to provision the collocation site or the Wireless Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Wireless Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Wireless Collocator has the option to provide, install and terminate its interconnection cabling between the Wireless Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Wireless Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Wireless Collocator may not elect to do some but not all the activities. Wireless 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 Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Wireless Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for

the handoff of the Actual Point of Termination (APOT) Connection(s) to the Wireless Collocator. Intervals and provisioning for this option are found Section 8.2. The Wireless Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;

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

21.5 Interval (Wireless Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Wireless Collocator installs interconnection and power cabling. AT&T-13STATE will notify Wireless Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Wireless Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Wireless Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Wireless Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Wireless Collocator with sufficient detail so that Wireless Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Wireless Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Wireless Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the Wireless Collocator. The Wireless Collocator must provide AT&T-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 will not commence until such time as AT&T-13STATE has received such response and payment. If the Wireless Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Wireless Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-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 Wireless Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 1

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

21.5.3.2 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

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

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Wireless Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Wireless Collocator by AT&T-13STATE.

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

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

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space have been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-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 Wireless Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 2

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

21.5.5.4 Should the Wireless Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Wireless 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 Wireless Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

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

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier

and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-13STATE Central Offices

21.6.1 Caged Collocation

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

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Wireless Collocator selects the option to provide and install its power cable by an AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Wireless Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-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 AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Wireless Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

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

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual

collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

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

AT&T-13STATE
COLLOCATION RATE SUMMARY
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13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|----|--|---|--------------|--|--|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 2 | WSP-PROVISIONED FACILITIES & EQUIPMENT: CAGED | | | | |
| 3 | REAL ESTATE | | | | |
| 4 | Site Conditioning | Per Sq. Ft. of space used by WSP | S8FWB | \$0.38 | \$111.97 |
| 5 | Safety & Security | Per Sq. Ft. of space used by WSP | S8F4N | \$0.09 | \$27.55 |
| 6 | Floor Space Usage | Per Sq. Ft. of space used by WSP | S8F4L | \$15.37 | \$0.00 |
| 7 | COMMON SYSTEMS | | | | |
| 8 | Common Systems - Cage | Per Sq. Ft. of space used by WSP | S8F4A | \$0.44 | \$194.86 |
| 9 | PLANNING | | | | |
| 10 | Planning - Central Office | Per Sq. Ft. of space used by WSP | NRFCJ | \$0.00 | \$11.73 |
| 11 | Planning | Per Request | NRFCF | \$0.00 | \$8,289.41 |
| 12 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | \$0.00 | \$4,580.54 |
| 13 | Planning - Subsequent Power Cabling | Per Request | NRFCG | \$0.00 | \$5,701.22 |
| 14 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCH | \$0.00 | \$7,340.92 |
| 15 | POWER PROVISIONING | | | | |
| 16 | Power Panel: | | | | |
| 17 | 50 Amp | Per Power Panel (WSP Provided) | NONE | \$0.00 | \$0.00 |
| 18 | 200 Amp | Per Power Panel (WSP Provided) | NONE | \$0.00 | \$0.00 |
| 19 | Power Cable and Infrastructure: | | | | |
| 20 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (WSP Provided) | C1F31 | \$11.72 | \$1,257.17 |
| 21 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (WSP Provided) | S8GF1 | \$11.72 | \$1,257.17 |
| 22 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (WSP Provided) | C1F32 | \$11.72 | \$1,257.17 |
| 23 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (WSP Provided) | C1F33 | \$11.72 | \$1,257.17 |
| 24 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (WSP Provided) | S8GF2 | \$11.72 | \$1,257.17 |
| 25 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (WSP Provided) | S8GF3 | \$11.72 | \$1,257.17 |
| 26 | Equipment Grounding: | | | | |
| 27 | Ground Cable Placement | Per Sq. Ft. of space used by WSP | S8FCR | \$0.95 | \$422.84 |
| 28 | DC POWER AMPERAGE CHARGE | | | | |
| 29 | HVAC | Per 10 Amps | S8GCS | \$20.20 | \$0.00 |
| 30 | Per Amp | Per Amp 100 AMPS and below | S8GCT | \$14.41 | \$0.00 |
| 31 | Per Amp | Per Amp 200 AMPS and ABV | TBD | \$10.64 | \$0.00 |
| 32 | FIBER CABLE PLACEMENT | | | | |
| 33 | Central Office: | | | | |
| 34 | Fiber Cable | Per Fiber Cable Sheath (WSP Vendor Pulls Cable) | S8FQ9 | \$43.98 | \$4,403.39 |
| 35 | Entrance Conduit | Per Fiber Cable Sheath | S8FW5 | \$6.80 | \$0.00 |
| 36 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 37 | MISCELLANEOUS COSTS | | | | |
| 38 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8F45 | \$2.49 | \$757.04 |
| 39 | Bits Timing | Per two circuits | S8FQT | \$0.80 | \$0.00 |
| 40 | Space Availability Report | Per Premise | NRFCQ | \$0.00 | \$208.01 |

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| | A | B | C | D | E |
|----|---|---|---------------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 41 | Security Access / ID Cards | Per Card | NRFCM | \$0.00 | \$11.60 |
| 42 | CAGE COMMON COSTS | | | | |
| 43 | AC Circuit Placement | Per Sq. Ft. (WSP provides cage) | NRL6O | \$0.39 | \$172.23 |
| 44 | INTERCONNECTION COSTS: | | | | |
| 45 | ILEC TO WSP CONNECTION | | | | |
| 46 | Voice Grade Arrangement | 100 Copper Pairs (WSP provides cable) | S8F48 | \$5.21 | \$1,480.31 |
| 47 | Voice Grade Arrangement | 100 Shielded Pairs (WSP provides cable) | S8FWU | \$5.21 | \$1,480.31 |
| 48 | DS1 Arrangement - DSX | 28 DS1 (WSP provides cable) | S8F46 | \$12.11 | \$1,428.28 |
| 49 | DS3 Arrangement - DSX | 1 DS3 (WSP provides cable) | S8FQN | \$6.37 | \$1,316.10 |
| 50 | Fiber Arrangement | 12 Fiber Pairs (WSP provides cable) | S8FQR | \$6.47 | \$1,400.35 |
| 51 | WSP TO WSP CONNECTION | | | | |
| 52 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$4.46 | \$0.00 |
| 53 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$4.02 | \$0.00 |
| 54 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$2.76 | \$0.00 |
| 55 | Connection for DS1 | Per 28 Circuits (WSP provides cable) | S8GFH | \$4.02 | \$1,309.55 |
| 56 | Connection for DS3 | Per Circuit (WSP provides cable) | S8GFJ | \$2.76 | \$1,309.55 |
| 57 | Connection for Optical | Per Cable (WSP provides cable) | S8GFK | \$4.46 | \$1,309.55 |
| 58 | TIME SENSITIVE ACTIVITIES | | | | |
| 59 | PRE-VISITS | | | | |
| 60 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | \$0.00 | \$31.12 |
| 61 | Comm. Tech - Craft | Per 1/4 Hour | NRFC S | \$0.00 | \$25.30 |
| 62 | CO Manager - 1st Level | Per 1/4 Hour | NRFCT | \$0.00 | \$25.30 |
| 63 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | \$0.00 | \$18.42 |
| 64 | CONSTRUCTION VISITS | | | | |
| 65 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | \$0.00 | \$18.42 |
| 66 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | \$0.00 | \$31.12 |
| 67 | | | | | |
| 68 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED | | | | |
| 69 | REAL ESTATE | | | | |
| 70 | Site Conditioning | Per Sq. Ft. of space used by WSP | S8GCE | \$0.38 | \$111.97 |
| 71 | Safety & Security | Per Sq. Ft. of space used by WSP | S8GCF | \$0.09 | \$27.55 |
| 72 | Floor Space Usage | Per Sq. Ft. of space used by WSP | S8GCD | \$15.37 | \$0.00 |
| 73 | COMMON SYSTEMS | | | | |
| 74 | Common Systems - Cage | Per Sq. Ft. of space used by WSP | S8GCG | \$0.39 | \$172.23 |
| 75 | PLANNING | | | | |
| 76 | Planning - Central Office | Per Sq. Ft. of space used by WSP | NRFCJ | \$0.00 | \$11.73 |
| 77 | Planning | Per Request | NRFCE | \$0.00 | \$8,289.41 |
| 78 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | \$0.00 | \$4,580.54 |

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EFFECTIVE DATE:

| | A | B | C | D | E |
|------------|---|-----------------------------------|--------------|--|--|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 79 | Planning - Subsequent Power Cabling | Per Request | NRFCG | \$0.00 | \$5,701.22 |
| 80 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCH | \$0.00 | \$7,340.92 |
| 81 | POWER PROVISIONING | | | | |
| 82 | Power Panel: | | | | |
| 83 | 200 Amp | Per Power Panel | S8GC9 | \$0.00 | \$1,534.39 |
| 84 | Power Cable and Infrastructure: | | | | |
| 85 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3A | \$20.83 | \$5,294.58 |
| 86 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8GCU | \$20.83 | \$5,294.58 |
| 87 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3B | \$20.83 | \$5,294.58 |
| 88 | 2.40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3C | \$23.58 | \$6,511.67 |
| 89 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8GCV | \$23.58 | \$6,511.67 |
| 90 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GCW | \$55.38 | \$20,602.34 |
| 91 | Equipment Grounding: | | | | |
| 92 | Ground Cable Placement | Per Sq. Ft. of space used by WSP | S8GDA | \$0.95 | \$422.84 |
| 93 | DC POWER AMPERAGE CHARGE | | | | |
| 94 | HVAC | Per 10 Amps | S8GCS | \$20.20 | \$0.00 |
| 95 | Per Amp | Per Amp 100 AMPS and below | S8GCT | \$14.41 | \$0.00 |
| 96 | Per Amp | Per Amp 200 AMPS and ABV | TBD | \$10.64 | \$0.00 |
| 97 | FIBER CABLE PLACEMENT | | | | |
| 98 | Central Office: | | | | |
| 99 | Fiber Cable | Per Fiber Cable Sheath | S8GDE | \$43.98 | \$4,403.39 |
| 100 | Entrance Conduit to Vault | Per Fiber Cable Sheath | S8GDD | \$6.80 | \$0.00 |
| 101 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 102 | MISCELLANEOUS COSTS | | | | |
| 103 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8GEK | \$2.49 | \$757.04 |
| 104 | Bits Timing | Per two circuits | S8GEJ | \$0.80 | \$0.00 |
| 105 | Space Availability Report | Per Premise | NRFCQ | \$0.00 | \$208.01 |
| 106 | Security Access / ID Cards | Per Card | NRFCM | \$0.00 | \$11.60 |
| 107 | CAGE COMMON COSTS | | | | |
| 108 | Cage Preparation | Per Sq. Ft. of space used by WSP | S8GCH | \$0.39 | \$172.23 |
| 109 | INTERCONNECTION COSTS: | | | | |
| 110 | ILEC TO WSP CONNECTION | | | | |
| 111 | Voice Grade Arrangement | 100 Copper Pairs | S8GD4 | \$8.08 | \$3,028.65 |
| 112 | Voice Grade Arrangement | 100 Shielded Pairs | S8GD5 | \$8.08 | \$3,028.65 |
| 113 | DS1 Arrangement - DSX | 28 DS1 | S8GDP | \$15.25 | \$3,100.55 |
| 114 | DS3 Arrangement - DSX | 1 DS3 | S8GDZ | \$10.05 | \$3,254.31 |
| 115 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber strands) | S8GED | \$10.28 | \$4,956.82 |
| 116 | WSP TO WSP CONNECTION | | | | |
| 117 | Cable Racking and Hole for Optical | Per Cable | S8FY7 | \$9.69 | \$0.00 |

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| | A | B | C | D | E |
|-----|---|---|-------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 118 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$4.02 | \$0.00 |
| 119 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$2.76 | \$0.00 |
| 120 | Connection for DS1 | Per 28 Circuits | S8GFC | \$8.65 | \$3,694.81 |
| 121 | Connection for DS3 | Per Circuit | S8GFD | \$8.34 | \$2,889.77 |
| 122 | Connection for Optical (Fiber) | Per Cable | S8GFB | \$9.69 | \$3,194.99 |
| 123 | TIME SENSITIVE ACTIVITIES | | | | |
| 124 | PRE-VISITS | | | | |
| 125 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | \$0.00 | \$31.12 |
| 126 | Comm. Tech - Craft | Per 1/4 Hour | NRFCS | \$0.00 | \$25.30 |
| 127 | CO Manager - 1st Level | Per 1/4 Hour | NRFCT | \$0.00 | \$25.30 |
| 128 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | \$0.00 | \$18.42 |
| 129 | CONSTRUCTION VISITS | | | | |
| 130 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | \$0.00 | \$18.42 |
| 131 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | \$0.00 | \$31.12 |
| 132 | | | | | |
| 133 | WSP-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS | | | | |
| 134 | REAL ESTATE | | | | |
| 135 | Site Conditioning | Per Frame (Standard Bay=10 sq ft) | S8FWC | \$0.38 | \$111.97 |
| 136 | Safety & Security | Per Frame (Standard Bay=10 sq ft) | S8FWG | \$0.09 | \$27.55 |
| 137 | Floor Space Usage | Per Frame (Standard Bay=10 sq ft) | S8F9C | \$15.37 | \$0.00 |
| 138 | COMMON SYSTEMS | | | | |
| 139 | Common Systems - Cageless | Per Frame (Standard Bay=10 sq ft) | S8FWE | \$0.49 | \$217.55 |
| 140 | PLANNING | | | | |
| 141 | Planning - Central Office | Per Frame (Standard Bay=10 sq ft) | NRFCJ | \$0.00 | \$11.73 |
| 142 | Planning | Per Request | NRFCE | \$0.00 | \$8,289.41 |
| 143 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | \$0.00 | \$4,580.54 |
| 144 | Planning - Subsequent Power Cabling | Per Request | NRFCG | \$0.00 | \$5,701.22 |
| 145 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCH | \$0.00 | \$7,340.92 |
| 146 | POWER PROVISIONING | | | | |
| 147 | Power Panel: | | | | |
| 148 | 50 Amp | Per Power Panel (WSP Provided) | NONE | \$0.00 | \$0.00 |
| 149 | 200 Amp | Per Power Panel (WSP Provided) | NONE | \$0.00 | \$0.00 |
| 150 | Power Cable and Infrastructure: | | | | |
| 151 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds (WSP Provided) | C1F34 | \$11.72 | \$1,257.17 |
| 152 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds (WSP Provided) | S8GF1 | \$11.72 | \$1,257.17 |
| 153 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds (WSP Provided) | C1F35 | \$11.72 | \$1,257.17 |
| 154 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds (WSP Provided) | C1F36 | \$11.72 | \$1,257.17 |
| 155 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds (WSP Provided) | S8GF2 | \$11.72 | \$1,257.17 |

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| | A | B | C | D | E |
|-----|---|---|-------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 156 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (WSP Provided) | S8GF3 | \$11.72 | \$1,257.17 |
| 157 | Equipment Grounding: | | | | |
| 158 | Ground Cable Placement | Per Frame | S8GDB | \$0.95 | \$422.84 |
| 159 | DC POWER AMPERAGE CHARGE | | | | |
| 160 | HVAC | Per 10 Amps | S8GCS | \$20.20 | \$0.00 |
| 161 | Per Amp | Per Amp 100 AMPS and below | S8GCT | \$14.41 | \$0.00 |
| 162 | Per Amp | Per Amp 200 AMPS and ABV | TBD | \$10.64 | \$0.00 |
| 163 | CEV, HUT & Cabinets | Per 2 inch mounting space | TBD | ICB | ICB |
| 164 | FIBER CABLE PLACEMENT | | | | |
| 165 | Central Office: | | | | |
| 166 | Fiber Cable | Per Fiber Cable Sheath (WSP Vendor Pulls Cable) | S8FQ9 | \$43.98 | \$4,403.39 |
| 167 | Entrance Conduit | Per Fiber Cable Sheath | S8FW5 | \$6.80 | \$0.00 |
| 168 | CEV, HUT & Cabinets: | | | | |
| 169 | Fiber Cable Placement | Per Fiber Cable Sheath | TBD | ICB | ICB |
| 170 | Entrance Conduit | Per Fiber Cable Sheath | TBD | ICB | ICB |
| 171 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 172 | MISCELLANEOUS COSTS | | | | |
| 173 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8F45 | \$2.49 | \$757.04 |
| 174 | Bits Timing | Per two circuits | S8FQT | \$0.80 | \$0.00 |
| 175 | Space Availability Report | Per Premise | NRFCQ | \$0.00 | \$208.01 |
| 176 | Security Access / ID Cards | Per Card | NRFCM | \$0.00 | \$11.60 |
| 177 | CAGELESS / POT BAY OPTIONS | | | | |
| 178 | Standard Equipment Bay | Each (WSP Provided) | TBD | ICB | ICB |
| 179 | Non-Standard Cabinet Bay | Each (WSP Provided) | TBD | ICB | ICB |
| 180 | VF/DS0 Termination Panel | Each (WSP Provided) | TBD | ICB | ICB |
| 181 | VF/DS0 Termination Module | Each (WSP Provided) | TBD | ICB | ICB |
| 182 | DDP-1 Panel | Each (WSP Provided) | TBD | ICB | ICB |
| 183 | DDP-1 Jack Access Card | Each (WSP Provided) | TBD | ICB | ICB |
| 184 | DS3/STS-1 Interconnect Panel | Each (WSP Provided) | TBD | ICB | ICB |
| 185 | DS3 Interconnect Module | Each (WSP Provided) | TBD | ICB | ICB |
| 186 | Fiber Optic Splitter Panel | Each (WSP Provided) | TBD | ICB | ICB |
| 187 | Fiber Termination Dual Module | Each (WSP Provided) | TBD | ICB | ICB |
| 188 | CEV, HUT, CABINET | | | | |
| 189 | 24 Foot CEV | 2 Inch Mounting Space | TBD | ICB | ICB |
| 190 | 16 Foot CEV | 2 Inch Mounting Space | TBD | ICB | ICB |
| 191 | Maxi-Hut | 2 Inch Mounting Space | TBD | ICB | ICB |
| 192 | Mini-Hut | 2 Inch Mounting Space | TBD | ICB | ICB |
| 193 | Large Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |
| 194 | Medium Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |

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| | A | B | C | D | E |
|-----|---|---|--------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 195 | Small Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |
| 196 | INTERCONNECTION COSTS: | | | | |
| 197 | ILEC TO WSP CONNECTION | | | | |
| 198 | Voice Grade Arrangement | 100 Copper Pairs (WSP provides cable) | S8F3E | \$5.21 | \$1,480.31 |
| 199 | Voice Grade Arrangement | 100 Shielded Pairs (WSP provides cable) | S8FWV | \$5.21 | \$1,480.31 |
| 200 | DS1 Arrangement - DSX | 28 DS1 (WSP provides cable) | S8F2P | \$12.11 | \$1,428.28 |
| 201 | DS3 Arrangement - DSX | 1 DS3 (WSP provides cable) | S8F25 | \$6.37 | \$1,316.10 |
| 202 | Fiber Arrangement | 12 Fiber Pairs (WSP provides cable) | S8F49 | \$6.47 | \$1,400.35 |
| 203 | WSP TO WSP CONNECTION | | | | |
| 204 | Cable Racking and Hole for Optical | Per Cable | S8GFE | \$4.46 | \$0.00 |
| 205 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$4.02 | \$0.00 |
| 206 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$2.76 | \$0.00 |
| 207 | Connection for DS1 | Per 28 Circuits (WSP provides cable) | S8GFL | \$4.02 | \$1,309.55 |
| 208 | Connection for DS3 | Per Circuit (WSP provides cable) | S8GFM | \$2.76 | \$1,309.55 |
| 209 | Connection for Optical | Per Cable (WSP provides cable) | S8GFN | \$4.46 | \$1,309.55 |
| 210 | PROJECT MANAGEMENT | | | | |
| 211 | CEV, HUT & CABINET | | | | |
| 212 | Project Coordination | Per WSP Application | TBD | ICB | ICB |
| 213 | TIME SENSITIVE ACTIVITIES | | | | |
| 214 | PRE-VISITS | | | | |
| 215 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | \$0.00 | \$31.12 |
| 216 | Comm. Tech - Craft | Per 1/4 Hour | NRFCSC | \$0.00 | \$25.30 |
| 217 | CO Manager - 1st Level | Per 1/4 Hour | NRFCCT | \$0.00 | \$25.30 |
| 218 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | \$0.00 | \$18.42 |
| 219 | CONSTRUCTION VISITS | | | | |
| 220 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | \$0.00 | \$18.42 |
| 221 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | \$0.00 | \$31.12 |
| 222 | | | | | |
| 223 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: | | | | |
| 224 | CAGELESS | | | | |
| 225 | REAL ESTATE | | | | |
| 226 | Site Conditioning | Per Frame (Standard Bay=10 sq ft) | S8GCL | \$0.38 | \$111.97 |
| 227 | Safety & Security | Per Frame (Standard Bay=10 sq ft) | S8GCN | \$0.09 | \$27.55 |
| 228 | Floor Space Usage | Per Frame (Standard Bay=10 sq ft) | S8GCK | \$15.37 | \$0.00 |
| 229 | COMMON SYSTEMS | | | | |
| 230 | Common Systems - Cageless | Per Frame (Standard Bay=10 sq ft) | S8GCM | \$0.49 | \$217.55 |
| 231 | PLANNING | | | | |
| 232 | Planning - Central Office | Per Frame (Standard Bay=10 sq ft) | NRFCJ | \$0.00 | \$11.73 |
| | Planning | Per Request | NRFCE | \$0.00 | \$8,289.41 |

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| | A | B | C | D | E |
|-----|---|---------------------------------|-------------|--|--|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 233 | Planning - Subsequent Inter. Cabling | Per Request | NRFCF | \$0.00 | \$4,580.54 |
| 234 | Planning - Subsequent Power Cabling | Per Request | NRFCG | \$0.00 | \$5,701.22 |
| 235 | Planning - Subs. Inter./Power Cabling | Per Request | NRFCH | \$0.00 | \$7,340.92 |
| 236 | POWER PROVISIONING | | | | |
| 237 | Power Panel: | | | | |
| 238 | 200 Amp | Per Power Panel | S8GC9 | \$0.00 | \$0.00 |
| 239 | Power Cable and Infrastructure: | | | | |
| 240 | 2-10 Amp Feeds | Per 2-10 Amp Power Feeds | C1F3D | \$20.83 | \$5,249.58 |
| 241 | 2-20 Amp Feeds | Per 2-20 Amp Power Feeds | S8GCX | \$20.83 | \$5,249.58 |
| 242 | 2-30 Amp Feeds | Per 2-30 Amp Power Feeds | C1F3E | \$20.83 | \$5,249.58 |
| 243 | 2-40 Amp Feeds | Per 2-40 Amp Power Feeds | C1F3F | \$23.58 | \$6,511.67 |
| 244 | 2-50 Amp Feeds | Per 2-50 Amp Power Feeds | S8GCY | \$23.58 | \$6,511.67 |
| 245 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GCZ | \$55.38 | \$20,602.34 |
| 246 | Equipment Grounding: | | | | |
| 247 | Ground Cable Placement | Per Frame | S8GDB | \$0.95 | \$422.84 |
| 248 | DC POWER AMPERAGE CHARGE | | | | |
| 249 | HVAC | Per 10 Amps | S8GCS | \$20.20 | \$0.00 |
| 250 | Per Amp | Per Amp 100 AMPS and below | S8GCT | \$14.41 | \$0.00 |
| 251 | Per Amp | Per Amp 200 AMPS and ABV | TBD | \$10.64 | \$0.00 |
| 252 | CEV, HUT & Cabinets | Per 2 inch mounting space | TBD | ICB | ICB |
| 253 | FIBER CABLE PLACEMENT | | | | |
| 254 | Central Office: | | | | |
| 255 | Fiber Cable | Per Fiber Cable Sheath | S8GDE | \$43.98 | \$4,403.39 |
| 256 | Entrance Conduit | Per Fiber Cable Sheath | S8GDD | \$6.80 | \$0.00 |
| 257 | CEV, HUT & Cabinets: | | | | |
| 258 | Fiber Cable Placement | Per Fiber Cable Sheath | TBD | ICB | ICB |
| 259 | Entrance Conduit | Per Fiber Cable Sheath | TBD | ICB | ICB |
| 260 | MISCELLANEOUS & OPTIONAL COST: | | | | |
| 261 | MISCELLANEOUS COSTS | | | | |
| 262 | Timing Lead (1 pair per circuit) | Per Linear Foot, Per pair | S8GEK | \$2.49 | \$757.04 |
| 263 | Bits Timing | Per two circuits | S8GEJ | \$0.80 | \$0.00 |
| 264 | Space Availability Report | Per Premise | NRFCQ | \$0.00 | \$208.01 |
| 265 | Security Access / ID Cards | Per Card | NRFCM | \$0.00 | \$11.60 |
| 266 | CAGELESS / POT BAY OPTIONS | | | | |
| 267 | Standard Equipment Bay | Each | NRFCO | \$0.00 | \$2,199.95 |
| 268 | Non-Standard Cabinet Bay | Each | NRFCP | \$0.00 | \$2,276.27 |
| 269 | VF/DS0 Termination Panel/Module | Each | TBD | ICB | ICB |
| 270 | DDP-1 Panel/Jack Access Card | Each | TBD | ICB | ICB |
| 271 | DS3/STS-1 Interconnect Panel | Each | TBD | ICB | ICB |

DRAFT - FOR NEGOTIATIONS PURPOSES ONLY

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AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|------------------------------------|-----------------------------------|--------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 272 | DS3 Interconnect Module | Each | TBD | ICB | ICB |
| 273 | Fiber Optic Splitter Panel | Each | TBD | ICB | ICB |
| 274 | Fiber Termination Dual Module | Each | TBD | ICB | ICB |
| 275 | CEV, HUT, CABINET | | | | |
| 276 | 24 Foot CEV | 2 Inch Mounting Space | TBD | ICB | ICB |
| 277 | 16 Foot CEV | 2 Inch Mounting Space | TBD | ICB | ICB |
| 278 | Maxi-Hut | 2 Inch Mounting Space | TBD | ICB | ICB |
| 279 | Mini-Hut | 2 Inch Mounting Space | TBD | ICB | ICB |
| 280 | Large Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |
| 281 | Medium Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |
| 282 | Small Cabinet | 2 Inch Mounting Space | TBD | ICB | ICB |
| 283 | INTERCONNECTION COSTS: | | | | |
| 284 | ILEC TO WSP CONNECTION | | | | |
| 285 | Voice Grade Arrangement | 100 Copper Pairs | S8GD6 | \$8.08 | \$3,028.65 |
| 286 | Voice Grade Arrangement | 100 Shielded Pairs | S8GD7 | \$8.08 | \$3,028.65 |
| 287 | DS1 Arrangement - DSX | 28 DS1 | S8GDQ | \$15.25 | \$3,100.55 |
| 288 | DS3 Arrangement - DSX | 1 DS3 | S8GD1 | \$10.05 | \$3,254.31 |
| 289 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | S8GEE | \$10.28 | \$4,956.82 |
| 290 | WSP TO WSP CONNECTION | | | | |
| 291 | Cable Racking and Hole for Optical | Per Cable | S8FY7 | \$9.69 | \$0.00 |
| 292 | Cable Racking and Hole for DS1 | Per Cable | S8GFF | \$4.02 | \$0.00 |
| 293 | Cable Racking and Hole for DS3 | Per Cable | S8GFG | \$2.76 | \$0.00 |
| 294 | Connection for DS1 | Per 28 Circuits | S8GFC | \$8.65 | \$3,694.81 |
| 295 | Connection for DS3 | Per Circuit | S8GFD | \$8.34 | \$2,889.77 |
| 296 | Connection for Optical (Fiber) | Per Cable | S8GFB | \$9.69 | \$3,194.99 |
| 297 | PROJECT MANAGEMENT | | | | |
| 298 | CEV, HUT & CABINET | | | | |
| 299 | Project Coordination | Per WSP Application | TBD | ICB | ICB |
| 300 | TIME SENSITIVE ACTIVITIES | | | | |
| 301 | PRE-VISITS | | | | |
| 302 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCR | \$0.00 | \$31.12 |
| 303 | Comm. Tech - Craft | Per 1/4 Hour | NRFCSC | \$0.00 | \$25.30 |
| 304 | CO Manager - 1st Level | Per 1/4 Hour | NRFCCT | \$0.00 | \$25.30 |
| 305 | Floor Space Planning - 1st Level | Per 1/4 Hour | NRFCU | \$0.00 | \$18.42 |
| 306 | CONSTRUCTION VISITS | | | | |
| 307 | Project Manager - 1st Level | Per 1/4 Hour | NRFCV | \$0.00 | \$18.42 |
| 308 | Colloc. Ser. Mgr. - 2nd Level | Per 1/4 Hour | NRFCZ | \$0.00 | \$31.12 |
| 309 | | | | | |

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|---|-------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 310 | WSP-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE | | | | |
| 311 | PLANNING | | | | |
| 312 | Planning | Per Request | NRFA1 | \$0.00 | \$9,953.48 |
| 313 | Planning - Subsequent Inter. Cabling | Per Request | NRFA2 | \$0.00 | \$7,074.70 |
| 314 | Planning - Subsequent Power Cabling | Per Request | TBD | \$0.00 | \$7,848.53 |
| 315 | Planning - Subs. Inter./Power Cabling | Per Request | TBD | \$0.00 | \$9,926.21 |
| 316 | REAL ESTATE | | | | |
| 317 | Land Rental | Per Square Foot | S8GEN | \$3.71 | \$0.00 |
| 318 | POWER PROVISIONING | | | | |
| 319 | Power Cable and Infrastructure: | | | | |
| 320 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds (WSP provides cable) | TBD | \$0.02 | \$0.00 |
| 321 | 2-200 Amp Feeds | Per 2-200 Amp Power Feeds (WSP provides cable) | TBD | \$0.02 | \$0.00 |
| 322 | 2-300 Amp Feeds | Per 2-300 Amp Power Feeds (WSP provides cable) | TBD | \$0.02 | \$0.00 |
| 323 | 2-400 Amp Feeds | Per 2-400 Amp Power Feeds (WSP provides cable) | TBD | \$0.02 | \$0.00 |
| 324 | AC Service: | | | | |
| 325 | Extension of 100 Amp AC Service (Opt.) | Per Request | TBD | ICB | ICB |
| 326 | Power Supply AC per DC Amps Ordered | | TBD | \$3.44 | \$0.00 |
| 327 | DC POWER AMPERAGE CHARGE | | | | |
| 328 | Per Amp | Per Amp | TBD | \$7.20 | \$0.00 |
| 329 | FIBER CABLE PLACEMENT | | | | |
| 330 | Fiber Installation | Per Fiber Cable Sheath (WSP Vendor Pulls Cable) | S8GF4 | \$43.98 | \$4,403.39 |
| 331 | Entrance Fiber Racking | Per Rack/Conduit Duct | S8GDG | \$6.80 | \$0.00 |
| 332 | CABLE RACK | | | | |
| 333 | DC Power Cable Rack | Per Rack | TBD | \$0.02 | \$0.00 |
| 334 | Fiber Cable Rack | Per Rack | TBD | ICB | ICB |
| 335 | Interconnection Arrangement (Copper) Racking | Per Rack | TBD | ICB | ICB |
| 336 | CONDUIT PLACEMENT | | | | |
| 337 | DC Power Cable Rack | Per Rack | TBD | ICB | ICB |
| 338 | Fiber Cable Rack | Per Rack | TBD | ICB | ICB |
| 339 | Interconnection Arrangement (Copper) Racking | Per Rack | TBD | ICB | ICB |
| 340 | INTERCONNECTION COSTS: | | | | |
| 341 | ILEC TO WSP CONNECTION | | | | |
| 342 | Voice Grade Arrangement | 100 Copper Pairs (WSP provides cable) | S8F3G | \$8.68 | \$2,698.68 |
| 343 | Voice Grade Arrangement | 100 Shielded Pairs (WSP provides cable) | S8F3G | \$8.68 | \$2,698.68 |
| 344 | DS1 Arrangement - DSX | 28 DS1 (WSP provides cable) | S8F2R | \$29.04 | \$2,549.79 |
| 345 | DS3 Arrangement - DSX | 1 DS3 (WSP provides cable) | TBD | ICB | ICB |
| 346 | Fiber Arrangement | 12 Fiber Pairs (WSP provides cable) | S8F3N | \$26.58 | \$2,008.24 |
| 347 | | | | | |

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|--|----------------------------------|--------------|--|--|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 348 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE | | | | |
| 349 | PLANNING | | | | |
| 350 | Planning | Per Request | NRFA1 | \$0.00 | \$9,953.48 |
| 351 | Planning - Subsequent Inter. Cabling | Per Request | NRFA2 | \$0.00 | \$7,074.70 |
| 352 | Planning - Subsequent Power Cabling | Per Request | TBD | \$0.00 | \$7,848.53 |
| 353 | Planning - Subs. Inter./Power Cabling | Per Request | TBD | \$0.00 | \$9,926.21 |
| 354 | REAL ESTATE | | | | |
| 355 | Land Rental | Per Square Foot | TBD | \$3.71 | \$0.00 |
| 356 | POWER PROVISIONING | | | | |
| 357 | Power Cable and Infrastructure: | | | | |
| 358 | 2-100 Amp Feeds | Per 2-100 Amp Power Feeds | S8GC4 | \$35.17 | \$18,508.02 |
| 359 | 2-200 Amp Feeds | Per 2-200 Amp Power Feeds | S8GC5 | \$68.33 | \$34,739.35 |
| 360 | 2-300 Amp Feeds | Per 2-300 Amp Power Feeds | S8GC6 | \$101.50 | \$50,971.58 |
| 361 | 2-400 Amp Feeds | Per 2-400 Amp Power Feeds | S8GC7 | \$134.67 | \$67,203.81 |
| 362 | AC Service: | | | | |
| 363 | Extension of 100 Amp AC Service (Opt.) | Per Request | TBD | ICB | ICB |
| 364 | Power Supply AC per DC Amps Ordered | | TBD | \$3.44 | \$0.00 |
| 365 | DC POWER AMPERAGE CHARGE | | | | |
| 366 | Per Amp | Per Amp-100 AMP and below | TBD | \$10.97 | \$0.00 |
| 367 | Per Amp | Per Amp-200 AMP and above | S8GCR | \$7.20 | \$0.00 |
| 368 | FIBER CABLE PLACEMENT | | | | |
| 369 | Fiber Installation | Per Fiber Cable Sheath | S8GDF | \$43.98 | \$4,403.39 |
| 370 | Entrance Fiber Racking | Per Rack/Conduit Duct | TBD | \$6.80 | \$0.00 |
| 371 | CABLE RACK | | | | |
| 372 | DC Power Cable Rack | Per Rack | TBD | ICB | ICB |
| 373 | Fiber Cable Rack | Per Rack | TBD | ICB | ICB |
| 374 | Interconnection Arrangement (Copper) Racking | Per Rack | TBD | ICB | ICB |
| 375 | CONDUIT PLACEMENT | | | | |
| 376 | DC Power Cable Rack | Per 2-Duct | TBD | ICB | ICB |
| 377 | Fiber Cable Rack | Per 1-Duct | TBD | ICB | ICB |
| 378 | Interconnection Arrangement (Copper) Racking | Per 2-Duct | TBD | ICB | ICB |
| 379 | INTERCONNECTION COSTS: | | | | |
| 380 | ILEC TO WSP CONNECTION | | | | |
| 381 | Voice Grade Arrangement | 100 Copper Pairs | S8GEC | \$10.93 | \$3,696.96 |
| 382 | Voice Grade Arrangement | 100 Shielded Pairs | TBD | \$10.93 | \$3,696.96 |
| 383 | DS1 Arrangement - DSX | 28 DS1 | S8GDT | \$72.54 | \$6,929.52 |
| 384 | DS3 Arrangement - DSX | 1 DS3 | TBD | ICB | ICB |
| 385 | Fiber Arrangement | 12 Fiber Pairs(24 Fiber Strands) | S8GEH | \$42.00 | \$5,629.92 |

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|---|-------------|--|--|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 386 | | | | | |
| 387 | WSP-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE | | | | |
| 388 | PLANNING | | | | |
| 389 | Planning | Per Request | TBD | ICB | ICB |
| 390 | CONDUIT | | | | |
| 391 | Conduit Space | Per Innerduct | TBD | ICB | ICB |
| 392 | INTERCONNECTION COSTS: | | | | |
| 393 | ILEC TO WSP CONNECTION | | | | |
| 394 | Voice Grade/DS0 Arrangement | 900 DS0 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable) | TBD | ICB | ICB |
| 395 | DS1 Arrangement - DSX | 28 DS1 (Hole, Racking, DSX) (WSP Vendor Pulls and Installs Cable) | TBD | ICB | ICB |
| 396 | DS1 Arrangement - MDF | 450 DS1 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable) | TBD | ICB | ICB |
| 397 | Fiber Arrangement | 12 Fiber Pairs (Hole, Racking, FDF) (WSP Vendor Pulls and Installs Cable) | TBD | ICB | ICB |
| 398 | | | | | |
| 399 | AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE | | | | |
| 400 | PLANNING | | | | |
| 401 | Planning | Per Request | TBD | ICB | ICB |
| 402 | CONDUIT | | | | |
| 403 | Conduit Space | Per Innerduct | TBD | ICB | ICB |
| 404 | INTERCONNECTION COSTS: | | | | |
| 405 | ILEC TO WSP CONNECTION | | | | |
| 406 | Voice Grade/DS0 Arrangement | 900 DS0 | TBD | ICB | ICB |
| 407 | DS1 Arrangement - DSX | 28 DS1 | TBD | ICB | ICB |
| 408 | DS1 Arrangement - MDF | 450 DS1 | TBD | ICB | ICB |
| 409 | Fiber Arrangement | 12 Fiber Pairs (24 Fiber Strands) | TBD | ICB | ICB |
| 410 | | | | | |
| 411 | RATES AND CHARGES FOR COMPLETE SPACE DISCONTINUANCE | | | | |
| 412 | | | | | |
| 413 | Application Fee | Per Request | TBD | ICB | ICB |
| 414 | Project Management Fee – Complete Space Discontinuance | Per Request | TBD | ICB | ICB |
| 415 | Remove Fiber Jumpers | Per linear foot | TBD | ICB | ICB |
| 416 | Remove Fiber Cables | Per linear foot | TBD | ICB | ICB |
| 417 | Remove VF/DS0 Cable | Per linear foot | TBD | ICB | ICB |
| 418 | Remove DS1 Cable | Per linear foot | TBD | ICB | ICB |

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|---|----------------------------------|------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 419 | Remove DS3 Cable (Coax) | Per linear foot | TBD | ICB | ICB |
| 420 | Remove Timing Cable | Per Request | TBD | ICB | ICB |
| 421 | Remove Power Cable-50AMP feed & below | Per linear foot | TBD | ICB | ICB |
| 422 | Remove Power Cable-100AMP feed & above | Per linear foot | TBD | ICB | ICB |
| 423 | Remove Cage Grounding Material | Each grounding lead & ground bar | TBD | ICB | ICB |
| 424 | Remove Fiber Entrance Cable | Per cable removal job | TBD | ICB | ICB |
| 425 | Infrastructure Maps & Records | Per cable removal job | TBD | ICB | ICB |
| 426 | Engineering Work Order | Per cable removal job | TBD | ICB | ICB |
| 427 | Work Group Information Distribution | Per cable removal job | TBD | ICB | ICB |
| 428 | Restore Floor Tile – per Standard Bay | Per Standard Bay | TBD | ICB | ICB |
| 429 | Floor Restoration Contractor Trip Charge | Per trip | TBD | ICB | ICB |
| 430 | Restore Floor Tile | Per Non-Standard Bay | TBD | ICB | ICB |
| 431 | | | | | |
| 432 | RATES AND CHARGES FOR | | | | |
| 433 | SPACE REASSIGNMENT/RESTENCILING | | | | |
| 434 | Application Fee | Per Request | TBD | ICB | ICB |
| 435 | Project Management Fee – Space Reassignment | Per Request | TBD | ICB | ICB |
| 436 | Restencil DS0/DSL Block | Per 100 pair block | TBD | ICB | ICB |
| 437 | Restencil DS1 Block | Per 28 DS1s | TBD | ICB | ICB |
| 438 | Restencil DS3 Coax Cable | Per cable | TBD | ICB | ICB |
| 439 | Restencil Fiber Cable Block | Per 12 pair cable | TBD | ICB | ICB |
| 440 | Restencil Fiber Jumper Block | Per 4 jumpers | TBD | ICB | ICB |
| 441 | Restencil Power and tag cables | Per 1-4 feeds | TBD | ICB | ICB |
| 442 | Restencil Timing Source and tag cable | Per cable | TBD | ICB | ICB |
| 443 | Timing Record Book Update | Per element | TBD | ICB | ICB |
| 444 | Interconnection Records Update | Per element | TBD | ICB | ICB |
| 445 | Power Records Update | Per element | TBD | ICB | ICB |
| 446 | | | | | |
| 447 | Vendor Engineering | Per Space Reassignment job | TBD | ICB | ICB |
| 448 | | | | | |
| 449 | RATES AND CHARGES FOR | | | | |
| 450 | POWER REDUCTION (CABLE REMOVAL) | | | | |
| 451 | Application Fee | Per Request | TBD | ICB | ICB |
| 452 | Project Management Fee – Power Reduction(cable removal) | Per Request | TBD | ICB | ICB |
| 453 | Remove Power Cable-50AMP feed & below | Per linear foot | TBD | ICB | ICB |
| 454 | Remove Power Cable-100AMP feed & above | Per linear foot | TBD | ICB | ICB |
| 455 | | | | | |

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

| | A | B | C | D | E |
|-----|--|----------------------------|------|---|---|
| 1 | Product Type | Rate Element Description | USOC | Illinois Current Monthly Recurring Rate | Illinois Current Non-Recurring Rate (Initial) |
| 456 | RATES AND CHARGES FOR | | | | |
| 457 | POWER REDUCTION (REFUSING ONLY) | | | | |
| 458 | Application Fee | Per Request | TBD | ICB | ICB |
| 459 | Project Management Fee – Power Refusing Only | 50AMP A&B feeds & below | TBD | ICB | ICB |
| 460 | Project Management Fee – Power Refusing Only | 100AMP A&B feeds & above | TBD | ICB | ICB |
| 461 | Power Fuse Reductions on Company BDFB | 50AMP A&B feeds & below | TBD | ICB | ICB |
| 462 | Restencil Power and tag cables | Per 1-4 feeds | TBD | ICB | ICB |
| 463 | Power Records Update | Per element | TBD | ICB | ICB |
| 464 | Vendor Engineering | Per Space Reassignment job | TBD | ICB | ICB |
| 465 | Power Fuse Reductions on Power Board | 100AMP A&B feeds & above | TBD | ICB | ICB |
| 466 | Restencil Power and tag cables | Per 1-4 feeds | TBD | ICB | ICB |
| 467 | Power Records Update | Per element | TBD | ICB | ICB |
| 468 | Vendor Engineering | Per Space Reassignment job | TBD | ICB | ICB |
| 469 | | | | | |
| 470 | RATES AND CHARGES FOR | | | | |
| 471 | INTERCONNECTION TERMINATION REDUCTION | | | | |
| 472 | Application Fee | Per Request | TBD | ICB | ICB |
| 473 | Project Management Fee – Interconnection Cable Reduction | Per Request | TBD | ICB | ICB |
| 474 | Remove VF/DS0 Cable | Per linear foot | TBD | ICB | ICB |
| 475 | Remove DS1 Cable | Per linear foot | TBD | ICB | ICB |
| 476 | Remove DS3 Cable (Coax) | Per linear foot | TBD | ICB | ICB |
| 477 | Remove Fiber Cables | Per linear foot | TBD | ICB | ICB |
| 478 | Remove Fiber Jumpers | Per linear foot | TBD | ICB | ICB |
| 479 | | | | | |
| 480 | | | | | |

AT&T Wholesale Amendment

Contract Number: 17248

**AMENDMENT TO
CELLULAR/PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
VERIZON WIRELESS**

The Cellular/PCS Interconnection Agreement, dated October 16, 2001 ("the Agreement") by and between Illinois Bell Telephone Company, d/b/a AT&T Illinois¹ ("AT&T Illinois") and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless ("Carrier") is hereby amended as follows:

(1) The Parties agree to add a new paragraph 11.3.2.1 and delete paragraphs 11.3.3 of the Agreement and replace it with a new paragraph 11.3.3. The new paragraphs 11.3.2.1 and 11.3.3 will read as follows:

11.3.2.1 AT&T Illinois and Carrier each maintain the right to notify the other Party that the existing InterMTA Percentage does not accurately reflect the proportion of Carrier-originated traffic delivered to AT&T Illinois over local Trunks that is InterMTA Traffic. AT&T Illinois and Carrier agree to negotiate a new InterMTA Percentage within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated percentage. The revised InterMTA Percentage will go into effect upon approval of such amendment by the Commission. Should AT&T Illinois and Carrier not reach agreement on a new InterMTA Percentage within thirty (30) days of receiving notice, AT&T Illinois and Carrier agree to use the dispute resolution process set forth in Section 21.0 of the General Terms and Conditions of this Agreement.

11.3.3 Pursuant to the procedure established in Section 11.3.2 hereof regarding the use of State specific network engineering information, State specific InterMTA Traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Telco during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which Toll Free Services are delivered over separate Facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other information otherwise known to Telco, and notwithstanding the InterMTA Traffic percentage stated in Section 11.3.2, the Parties agree that the revised percentage of Carrier to Telco traffic exchanged hereunder deemed to be InterMTA Traffic shall be one and four-tenths percent (1.4%), which percentage shall be effective until modified as provided in Section 11.3.2.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

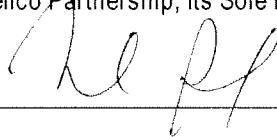
(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any

¹Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

Celco Partnership d/b/a Verizon Wireless
Chicago SMSA Limited Partnership d/b/a Verizon
Wireless
By: Celco Partnership, Its General Partner
CyberTel Cellular Telephone Company d/b/a Verizon
Wireless
By: Celco Partnership, Its General Partner
GTE Wireless of the Midwest Incorporated d/b/a
Verizon Wireless
Illinois RSA 1 Limited Partnership d/b/a Verizon
Wireless
By: GTE Wireless of the Midwest Incorporated, its
General Partner
Illinois RSA 6 and 7 Limited Partnership d/b/a
Verizon Wireless
By: Illinois SMSA Limited Partnership, Its General
Partner
By: Celco Partnership, Its General Partner
Illinois SMSA Limited Partnership d/b/a Verizon
Wireless
By: Celco Partnership, Its General Partner
Rockford MSA Limited Partnership d/b/a Verizon
Wireless
By: GTE Wireless of the Midwest Incorporated, Its
General Partner
Southern & Central Wireless, LLC d/b/a Verizon
Wireless
By: Celco Partnership, Its Sole Member

By: 

Printed: Nicola Palmer

Title: VP - Network Support
(Print or Type)

Date: 7/21/10

OCN # 6333

ACNA CRR, EBA, MGH, MHV

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

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 8-19-10

AT&T Wholesale Amendment

Contract Number: 17327

**AMENDMENT TO THE AGREEMENT
BETWEEN
VERIZON WIRELESS
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Cellular/PCS Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois hereinafter referred to as "AT&T" (previously referred to as "Illinois Bell Telephone Company d/b/a Ameritech Illinois") and Verizon Wireless ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved October 24, 2001 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the **Parties** desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user, end-users, end user customer, Customer, or customer of AT&T and the Carrier's end user, end-users, end user customer, Customer, or customer. All references to local traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
4. The Parties agree to remove the terminating InterMTA rate and to replace the rate for Section 251(b)(5) Traffic for transport and termination per Conversation MOU for Type 2A, Type 1 and Type 2B in Appendix Pricing (Wireless) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing (Wireless) shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.



7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

**Chicago SMSA Limited Partnership d/b/a
Verizon Wireless by Celco Partnership, its
general partner**

**Illinois Bell Telephone Company d/b/a AT&T Illinois
by AT&T Services, Inc., its authorized agent**

**GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless**

**Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated its
general partner**

**Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless
by Illinois SMSA Limited Partnership, its general partner
by Celco Partnership, its general partner**

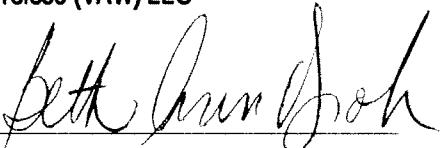
**Illinois SMSA Limited Partnership d/b/a Verizon Wireless
by Celco Partnership, its general partner**

**Rockford MSA Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, its
general partner**

Alltel Communications, LLC

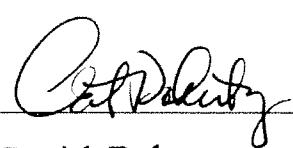
Celco Partnership d/b/a Verizon Wireless

Verizon Wireless (VAW) LLC¹

Signature: 
Name: Beth Ann Drohan
(Print or Type)

Title: Area Vice President - Network
(Print or Type)

Date: 7/26/12

Signature: 
Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 8-6-12

| State | ACNA(s) | CLEC OCN |
|----------|---------|----------|
| ILLINOIS | EBA | 6333 |

¹ Verizon Wireless (VAW) LLC is the successor in interest to CyberTel Cellular Telephone Company.

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| W2 | IL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | IL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2E | | | | \$0.00 | | | MOU |
| W2 | IL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |