

**Interconnection Agreement for a  
Wireless System Under Sections 251 and 252  
of the Telecommunications Act of 1996**

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**and**

**VERIZON WIRELESS**

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Appendix - SS7 (Wireless)

**Interconnection Agreement for a  
Wireless System Under Sections  
251 and 252 of the Telecommunications Act**

This Agreement, dated October 28, 2001, ("Effective Date") is by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech") and New Par, d/b/a Verizon Wireless, a Delaware Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 and Muskegon Cellular Partnership d/b/a Verizon Wireless, a District of Columbia Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Michigan;

WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;

WHEREAS, Ameritech and Carrier exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls; and

WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier hereby agree as follows:

**1.0 DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

"Access Tandem" or "Tandem" - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, between Ameritech's System and Carrier's System and/or a customer's premises and is capable of providing Feature Group D service.

"Access Tariff" means any applicable Ameritech tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, As Defined in the Act.



“Access Traffic” means Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

“Act” means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Affiliate” is As Defined in the Act.

“Ameritech’s System” is the communications network of Ameritech.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Calling Party Number” (CPN) - A Common Channel Interoffice Signaling (CCIS) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier’s System” - The communications system of the Carrier used to furnish Commercial Mobile Radio Services.

“CCS” means one hundred (100) call seconds.

“CDT” - Carrier Dedicated Trunk.

“Central Office Switch” - A switch used to provide Telecommunications Services, including, but not limited to:

- (a) End Office Switches; and
- (b) Tandems.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act, but does not include Paging traffic.

“Commission” means the Michigan Public Service Commission.

“Common Channel Interoffice Signaling” or “CCIS” 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 groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

"Customer" - A third party that subscribes to Telecommunications Services provided by either of the Parties.

"Effective Date" is as defined in the Preamble.

"End Office Switch" - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech's system. An End Office Switch includes any remote switching modules and remote switching systems served by a host office in a different wire center.

"FCC" means the Federal Communications Commission.

"ILEC" - As Defined in the Act.

"Information Service Traffic" means traffic delivered to or from Information Service providers as that term is defined in FCC Docket No. 97-158, First Report and Order, para 341.

"Intellectual Property" means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

"Interconnection" - As Defined in the Act.

"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.

"Interexchange Traffic" - As Defined in The Act. "InterLATA" - As Defined in the Act.

"Land-to-Mobile" - The origination of calls of wire line customers to the Carrier's MSC.

"Local Access and Transport Area" or "LATA" is As Defined in the Act.

"Local Exchange Carrier" or "LEC" is As Defined in the Act.

"Local Telecommunications Traffic" means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).

"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 attorney's fees).

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF) which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the

billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

“Mobile-to-Land” - The use of CMRS interconnection service for the termination of calls from the Carrier’s MSC to a wire line customer.

“Mobile Switching Center” (MSC) - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks.

“Multiple Bill/Single Tariff” shall mean that each company will prepare and render its own bill in accordance with its own tariff for its portion of the switched access service.

“Multi-Party Traffic” means telecommunications traffic which is jointly carried by Ameritech and another facilities-based Telecommunications Carrier in addition to Carrier, including IXC’s, LECs, ILEC’s or other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to toll carrier arrangements.

“Non-CMRS Traffic” means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

“NXX” - The three-digit code which appears as the first three digits of a seven digit telephone number.

“Paging Traffic” means the traffic described in 47 C.F.R. Section 22, Subpart E and 47 C.F.R. Section 90, Subpart P.

“Party” means either Ameritech or Carrier, and “Parties” means Ameritech and Carrier.

“Point of Interconnection” (POI) - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech’s System and Carrier’s System.

“Premises” - As Defined in the Act.

“Rate Center” means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of Telecommunications Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that the Rate Center cannot exceed the boundaries of an exchange area defined by the state regulatory commission.

“Rate Effective Date” is as defined in Section 6.3. “Reciprocal Compensation” is As Defined in the Act.

“Standard Billing” means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customer of a CMRS provider.

“Switched Access Detail Usage Data” shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR010-200-010.

“Switched Access Summary Usage Data” shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR010-200-010.

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

“Telephone Toll Services” is As Defined in the Act.

“TSLRIC” - the total service long run incremental cost.

“Type 1 Facility” - The Type 1 Facility is at the point of termination of a trunk between Carrier’s System and an End Office Switch. The CMRS providers establishes Mobile to Land connections to other End Offices and other Carriers through this Connection Type.

**“Type 2A Facility” or “Tandem Facility” - The Type 2A Facility is at the point of termination of a trunk between an MSC and the LEC Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem.**

**“Type 2B Facility” or “End Office Facility” - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to directory numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.**

## 2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule

or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict between the provisions of this Agreement and The Act, the provisions of the Act shall govern.

### 3.0 INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

#### 3.1 Scope.

This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.

#### 3.2 Interconnection Points and Methods.

3.2.1 Generally. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein, which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's TSLRIC-based rates.

3.2.3 Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's TSLRIC-based rates, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.

3.2.4 Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to TSLRIC-based rate, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.

3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.

- 3.2.6 Additional Engineering, Labor and Miscellaneous Services. Additional engineering, additional labor and miscellaneous services ordered by Carrier and related to Services provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

**3.2.7 Points of Interconnection.**

**(1) Land-to-Mobile direction. The Point of Interconnection (POI) for Type 2 Interconnection provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.**

**(2) Mobile-to-Land direction. The POI for Telecommunications Interconnection provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, as appropriate.**

- 3.2.8 Technical Specifications. Bellcore Technical Publication GR-145-CORE describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

**3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are Ameritech's developed TSLRIC-based rates.**

**3.3 Modifications.**

Where the authorized service territory of Carrier or Ameritech is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to recognize the extent of such modified service territory.

**3.4 Signaling.**

- 3.4.1 Signaling Protocol. SS7 Signaling is Ameritech'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 interworking or the signaling protocol required for Interconnection with Carrier employing MF signaling.
- 3.4.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Ameritech, it will be provided in accordance with Appendix – SS7 (Wireless). Appendix – SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from

Ameritech, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Telcordia Document GR-246-CORE) associated with Local Calls.

- 3.4.3 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 Ameritech's SS7 network that Carrier uses for such exchange, then Carrier shall pay Ameritech 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 Ameritech'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 Ameritech 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 6.8 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Ameritech at SS7 rates listed in Ameritech's State access tariffs.
- 3.4.4 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

#### **4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.**

##### **4.1 Scope of Traffic.**

This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

##### **4.2 Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.1 Type 2

- (a) Local Trunks shall be configured via one-way trunk groups or as two-way trunk groups, where mutually agreed to by the Parties. No Party shall terminate Access Traffic over the Local Trunks.
- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

4.2.2 Type I

- (a) Type 1 Local Trunks shall be configured via one-way trunk groups. Carrier shall not send Access Traffic over Local Trunks.
- (b) Type 1 Local Trunks shall be directly connected to designated Ameritech End Offices.

4.3 Measurement and Billing.

- 4.3.1 For billing purposes for Type 2, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.
- 4.3.2 In the event of failure of Carrier's billing and measurement system the default for billing land-to-mobile traffic by Carrier to Ameritech shall be a factor based upon Carrier's mobile-to-land traffic as measured by Ameritech. The factor shall be based upon a ratio of 70/30 (70% mobile originated 30% land originated) and calculated by dividing the mobile to land traffic by .7 and then subtracting the mobile to land traffic from the resulting quotient.



## **5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.**

### **5.1 Scope of Traffic.**

This Section 5 prescribes parameters for certain Type 2 trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

### **5.2 Trunk Group Architecture and Traffic Routing.**

- 5.2.1 Except as provided for in Section 5.2.4. Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to EXCs from the Carrier premises using the Type 2A service.

### **5.3 Services.**

This Section 5.3 only applies if Carrier transports Mobile-to-Land traffic and/or Land-to-Mobile traffic to/from an IXC through an Ameritech access tandem.

- (a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access

service such as switched access Feature Groups B and D. 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. The Parties agree to provide this data to each other at no charge.

- (b) Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided telecommunications service.

#### 5.3.1 Data Format and Data Transfer.

- (a) Necessary billing information will be exchanged on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (b) Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (c) Ameritech shall provide to Carrier, or Carrier's agent (as may be designated by Carrier in writing), on a daily basis the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover) using EMR format. Ameritech and Carrier shall use best efforts to utilize electronic data transfer.
- (d) When Ameritech records on behalf of Carrier and Switched Access Detail Usage Data is not submitted to Carrier, or Carrier's agent, by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Carrier is delayed in billing the IXC, late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.
- (e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per

day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

#### 5.3.2 Errors or Loss of Access Usage Data.

- (a) Errors may be discovered by Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) business days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.
- (b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

### 6.0 RECIPROCAL COMPENSATION

- 6.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the transport and termination of Land to Mobile Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the transport and termination of Mobile to Land Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A.
- 6.2 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office Switch serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the calls begins.
- 6.3 Ameritech shall expeditiously file this Agreement with the Commission and both Parties shall diligently pursue its approval. The rates set forth in Attachments A and B shall become effective on the day this Agreement is approved by the Commission under Section 252 of the Act ("Rate Effective Date").
- 6.4 Reciprocal Compensation shall not apply to:

- (a) Multi-party Traffic other than as provided in Section 7.2;
- (b) Non-CMRS Traffic;
- (c) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic;
- (d) Toll-free calls (e.g., 800/888), calls to 900/976,500/700 calls and Information Services Traffic;
- (e) Paging Traffic; and
- (f) Type 1 Traffic.

6.5 The calculation of minutes for purposes of Reciprocal Compensation for both parties shall be as follows.

CMRS traffic will be measured by Ameritech at End Office switches or Access Tandem switches. Mobile-to-Land calls will be measured by Ameritech to determine the basis for computing chargeable minutes of use.

For Mobile-to-Land calls over Type 2A and Type 2B facilities, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office Switch, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

6.6 Mobile to Land Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.

6.7 Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.

6.8 InterMTA Traffic

6.8.1 For the purpose of compensation between Ameritech and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment A.

6.1.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Ameritech InterMTA traffic delivered by Carrier to Ameritech through the trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties

agree that twelve percent (12%) of the Carrier-to-Ameritech traffic delivered by Carrier to Ameritech through the trunks provided for herein 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-Ameritech traffic delivered by Carrier to Ameritech 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-Ameritech 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-Ameritech 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-Ameritech 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-Ameritech 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-Ameritech deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

- 6.8.3 Pursuant to the procedure established in Section 6.8.2 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 Ameritech 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 its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be one percent (1%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2.

## 7.0 SPECIALIZED TRAFFIC

### 7.1 Transit Service.

7.1.1 Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.

7.1.2 Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.

### 7.1.3 Terms and Conditions

- (a) Transit Service will be provided only at Ameritech's Tandem switches.
- (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.

7.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (a) Carrier shall pay Ameritech for transit traffic that Carrier delivers to Ameritech at the rate specified in Attachment B.
- (b) As of the Effective Date of this Agreement Ameritech is not paying any third party LEC, ILEC or CMRS provider for terminating traffic originated by Carrier, and Ameritech has no present intention to do so. If Ameritech is obligated by regulatory authority to pay such charges, Carrier shall pay Ameritech: (i) those charges or costs, including any switched access charges, which such terminating third party LEC, ILEC or CMRS provider levied on Ameritech for the termination of the transited traffic; and (ii) Ameritech's billing and collection costs associated with billing

Carrier for those third party charges not to exceed seven percent (7%) of the billed amount. Nothing in this Agreement requires Ameritech to pay third party carriers on Carrier's behalf.

- (c) Except as described in the formula in Section 4.3, Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (d) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another.

**7.1.5 Carrier may order direct trunking to end offices at their option. Such trunks will be one-way Mobile-to-Land only.**

**7.2 Toll Carrier Arrangements.**

Where Ameritech delivers to Carrier toll traffic for which Ameritech functions as the Primary Toll Carrier pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC, or by Carrier if billing records from the Secondary ILEC are not available. In order to use Carrier's billing records, Carrier must be able to determine the true originating party of the toll traffic and that Ameritech is the Primary Toll Carrier for that toll traffic.

**7.2.1 900/976 Traffic.**

Each Party shall be responsible for the charges for 900/976 which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of such traffic. Ameritech will provide Carrier rated billing information for such calls pursuant to a separately negotiated agreement.

## 8.0 TRUNKING

### 8.1 Generally.

Except as otherwise agreed by the Parties, the Parties shall establish one-way trunks between their networks. These trunks shall separately carry Land-to-Mobile and Mobile-to-Land traffic. All trunks shall be provisioned and maintained at a P.01 grade of service.

8.1.1 Carrier shall be responsible for provisioning (and shall bear all costs of) two separate trunk groups between its MSCs and Ameritech's network for Mobile-to-Land traffic. The two trunk groups shall separately carry the following types of traffic:

- (a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and
- (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic.

**8.1.3 Where Ameritech and Carrier mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.**

8.1.4 Where Carrier has purchased high bandwidth facilities (e.g., SONET) for multiple uses, Carrier will make available these facilities, for trunking and Interconnection, to Ameritech. . Where Ameritech chooses to use such high bandwidth facilities for trunking and Interconnection, Carrier will charge Ameritech a proportionate share of the cost of the high bandwidth facilities. Carrier shall bill and Ameritech shall pay Carrier at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of Ameritech originated traffic over such high bandwidth facilities within a single month and based upon Carrier's actual cost of a DS1 on such high bandwidth facilities, not to exceed Ameritech's tariffed rates.

Carrier's rate is specified in Attachment E. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of Ameritech originated traffic shall be based upon actual measurements. Nonrecurring charges for joint use of high bandwidth facilities will be split by the two parties based upon the percentage use of the facilities. Carrier initiated nonrecurring charges and rates for work performed relating to such joint use high bandwidth facilities may mirror, but shall not exceed, similar Ameritech nonrecurring charges and rates. Where Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such



duplicative facilities. Such facilities must not degrade the quality of the Carrier's high bandwidth facilities.

## 8.2 NXX Rating Plan.

### 8.2.1 Flexible Rating of NXX Codes

- (a) The flexible rating of NXX codes described in this Section is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier may designate as its premises a Carrier MSC, a Carrier cell site or another mutually agreed upon location.
- (b) Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier. For existing NXX codes where the specified Rate Center is at an Ameritech Tandem, Carrier shall provide transport for Land to Mobile traffic between the tandem and its premises.

### **8.2.2 Direct Trunking of Mobile to Land Traffic. Ameritech shall transport Covered Traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated premises within the LATA. Carrier shall transport traffic in the Mobile to Land direction to Ameritech's tandems.**

## 8.3 Reports.

Carrier may purchase the Type 2 Transit Traffic Distribution

Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

A sample copy of this report is set forth in Attachment D. Carrier shall not disclose information in these reports, other than to bill and collect compensation from other Carriers, without Ameritech's written consent.

## 9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be three (3) years (the "Initial Term") which shall commence on the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one

Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.

- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.
- 9.3 Default. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.
- 9.4 Payment. Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## **10.0 BILLING AND PAYMENT**

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.
- 10.2 *A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.*
- 10.3 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing

Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.

- 10.4 The invoice for Reciprocal Compensation payment from Carrier must contain substantive detail comparable to the monthly billing invoice provided to Carrier by Ameritech.

## **11.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

### **11.1 Cooperation.**

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

### **11.2 Non-Binding Forecasts.**

Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

### **11.3 Binding Forecasts.**

The Parties acknowledge that Ameritech and Carrier already have established connections between their networks which accommodate current traffic levels and that neither Party can foresee unusual changes in historic traffic growth patterns. Accordingly, binding forecasts shall not be required under this Agreement unless a Party reasonably anticipates a twenty percent (20%) change in traffic volumes between their networks over a six (6) month period (an "Extraordinary Change")- In the event that either Party reasonably anticipates an Extraordinary Change, then upon advanced written notice provided by either Party, the Parties shall enter into negotiations to establish a forecast (a "Binding Forecast") that commits the terminating carrier to use and the originating carrier to provide Interconnection Facilities to be utilized as set forth in such Binding Forecast. The Parties shall negotiate the terms of such Binding Forecast in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by the Parties.

### **11.4 Facilities.**

**Each Party is individually or jointly responsible to provide facilities within its network for routing, transporting and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in industry standard format and to terminate the traffic it receives in that standard format**

**to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1. 11.2 and, if applicable, 11.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.**

11.5 Network Management.

- 11.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 11.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 11.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.
- 11.5.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other 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 (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
  - (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
  - (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 11.5.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall 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.

11.6 Sole Responsibility.

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

11.7 Fraud.

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

11.8 NXX Codes.

Each Party is responsible for administering NXX codes assigned to it.

11.9 LERG Listings.

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLT") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

11.10 Systems Update.

Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

11.11 Insurance.

At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**12.0 INDEMNIFICATION**

12.1 General Indemnity Rights.

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- (a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:
  - (1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or
  - (2) Claims for infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

- (c) Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rules.

## 12.2 Customer Losses.

In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under Section 12.1 and the other Party shall be the Indemnified Party.

## 12.3 Indemnification Procedures.

Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request 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 the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnifying Party shall defend such claim, subject to any right 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. 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. 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. 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 relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall 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 all shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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.

### **13.0 LIMITATION OF LIABILITY**

- 13.1 Each Party shall be responsible only for service(s) and facility(ies) 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 services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than Affiliate) providing a portion of a service.
- 13.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.0 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.
- 13.4 Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its suppliers, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

### **14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR AN APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE



IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

## 15.0 REGULATORY APPROVAL

### 15.1 Commission Approval.

Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

## 16.0 AUTHORIZATION

- 16.1 Ameritech represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Ameritech, and that Ameritech has full power and authority to perform its obligations hereunder.
- 16.2 Carrier represents and warrants that New Par, d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that Muskegon Cellular Partnership d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the District of Columbia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

## 17.0 COMPLIANCE

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

## 18.0 INDEPENDENT CONTRACTOR

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and

other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

## **19.0 FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control 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, 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 (individually or collectively, a "Force Majeure Event").

## **20.0 CONFIDENTIALITY**

20.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or was independently developed by the receiving party, or was already in the public domain, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.2.

20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as

possible and prior to such disclosure. The Disclosing Party 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 Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

## **21.0 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

## **22.0 TAXES**

- 22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges penalties or interest ("Taxes") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.
- 22.2 If any taxing authority seeks to collect any such Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence

between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.

- 22.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill any such Tax, unless the purchasing Party provides an opinion of a recognized tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax. In any challenge by a taxing authority arising from such determination of the purchasing Party, the indemnification provisions of Section 12.2 shall apply.
- 22.4 In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **23.0 NON-ASSIGNMENT**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate 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. Any attempted assignment or transfer that is not permitted

is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

#### 24.0 NON-WAIVER

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.

#### 25.0 INTERVENING LAW

- 25.2 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.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, 526 U.S. 1142 (1999), upon the written request of either Party, 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.
- 25.3 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.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) 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, the Parties acknowledge that 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 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; Inter-carrier*

*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, Telco does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. 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 right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

## **26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

## **27.0 NOTICES**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following address of the Parties:

To Carrier:

Verizon Wireless  
1300 I Street, N.W., Street 400 West  
Washington, D.C. 20005  
Attn: Charon Harrise  
202-589-3777  
Fax: 202-589-3750  
With a copy to:

Verizon Wireless  
2785 Mitchell Drive MS 7-1  
Walnut Creek, California 94596  
Attn: John Clampitt  
925-279-6266  
Fax: 925-279-6621

To Ameritech:

Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U. S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

## **28.0 JOINT WORK PRODUCT**

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.

## **29.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

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. 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 obligations 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.

## **30.0 SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## **31.0 DISPUTES**

### **31.1 Disputed Amounts.**

- 31.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.
- 31.1.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 31.1.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

## **32.0 DISPUTE ESCALATION AND RESOLUTIONS**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute



and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

### **33.0 PRIOR AGREEMENT**

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999, between Ameritech Michigan and AirTouch Cellular, Inc. n/k/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.

### **34.0 ENTIRE AGREEMENT**

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. From the Rate Effective Date, the Prior Agreement shall be superseded and revoked and shall have no further force or effect. 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. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**      **Michigan Bell Telephone Company d/b/a Ameritech Michigan**

**By SBC Telecommunications, Inc., its authorized agent**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: O.R. Stanley

President – Industry Markets

Date: \_\_\_\_\_

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: \_\_\_\_\_

facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan's failure to specifically identify any provision in this Agreement that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan's right to assert that such provision is a Non-Voluntary Arrangement.

Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**      **Michigan Bell Telephone Company d/b/a Ameritech Michigan**

**By SBC Telecommunications, Inc., its authorized agent**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: O.R. Stanley

President – Industry Markets

Date: \_\_\_\_\_

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: \_\_\_\_\_

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**      **Michigan Bell Telephone Company d/b/a Ameritech Michigan**

**By SBC Telecommunications, Inc., its authorized agent**

By: Edward A. Salas  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: 3/14/2002

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By: Carla Rowland  
(Signature)

Name: Carla Rowland

f President – Industry Markets

Date: MAR 15 2002

By: Edward A. Salas  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: 3/14/2002

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Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

**Attachment A**

**Reciprocal Compensation Rates**

<u><b>Mobile to Land</b></u>	<u><b>Per Minute Of Use</b></u>
End Office Switching:	\$ .001004
Tandem Switching:	\$ .000262
Tandem Transport:	\$ .000175
	<u><b>Per Minute/Per Mile</b></u>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	\$ .000002
<u><b>Land to Mobile</b></u>	
<u><b>2A Rate (Tandem plus End Office)</b></u>	<u><b>\$ .001441</b></u>
	<u><b>Plus the average mileage billed for mobile-to-land</b></u>

**InterMTA Traffic Rate**

InterMTA Rate (to be paid per Conversation MOU to Telco by Carrier on  
applicable Carrier to Telco InterMTA calls):

\$ .0055190



**Attachment B**  
**Transit Traffic Charges**

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network	\$0.005177
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**Attachment C**  
**Report Charges**

Type 2 Transit Traffic Report Mobile-to-Land      \$ 100.00  
per report, per ACNA, per State, per month

Additional Copies      no charge

**Attachment D**  
**Type 2 Transit Traffic Report Mobile-to-Land**

<b>Telecommunications Carrier</b>	<b>MOU</b>
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

Customer ACNA \_\_\_\_\_  
Year/Month \_\_\_\_\_  
State \_\_\_\_\_

**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(pursuant to Section 8.1.4 of the Agreement)**

Detroit LATA, Rate per DS1 equivalent:

\$53.31<sup>1</sup>

Saginaw, Grand Rapids and Lansing LATAs, Rate per DS1 equivalent:

\$43.86<sup>2</sup>

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<sup>1</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Detroit LATA.

<sup>2</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Saginaw, Grand Rapids, and Lansing LATAs.

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 (SSN), Carrier shall use the SBC-12STATE defined SSN 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

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION

Recurring Monthly	\$270.11
Non-Recurring	\$254.79

ORIGINATING POINT CODE TRANSLATION	\$ 25.98
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GLOBAL TITLE ADDRESS TRANSLATION	\$ 12.29
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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
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**AMENDMENT  
TO  
CELLULAR/PCS INTERCONNECTION AGREEMENT**

**between one or more of**

**MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN**

**and**

**VERIZON WIRELESS**

The Interconnection Agreement by and between Michigan Bell Telephone Company ("SBC Michigan")<sup>1</sup> New Par, and Muskegon Cellular Partnership both d/b/a Verizon Wireless ("Carrier") ("Agreement") is effective in the state of Michigan. The Agreement is amended as follows:

- I. Notwithstanding Sections 9.1 and 9.2 of the Agreement, the provisions of Appendix – SS7 (Wireless) and the "Signaling" provisions of the Agreement contained in Section 3.4 (including 3.4.2 and 3.4.3) of the Agreement (and the "Definitions" utilized as set forth in the Agreement) shall continue in effect until April 11, 2005, on which date they shall immediately terminate.
- II. Unless mutually, specifically and expressly agreed otherwise, [or unless service is terminated pursuant to Sections 9.1 or 9.2 of the Agreement], the Parties agree the provisions reflected in Section I of this Amendment shall also be incorporated into and be a part of, by exhibit, attachment or otherwise, any successor Cellular/PCS interconnection agreement ("ICA") in the State of Michigan between the Parties in effect prior to April 11, 2005, whether any such ICA is negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights; provided, however, subject to the rights of the Parties referenced in this Amendment, the provisions reflected in Section I of this Amendment shall expire on April 11, 2005 notwithstanding the term of the Agreement or any successor ICA. Any inconsistencies between the provisions of Section I of this Amendment and other provisions of any future ICA in effect between May 1, 2003 through April 11, 2005 will be governed by the provisions reflected in Section I of this Amendment, unless the provisions reflected in Section I of this Amendment are specifically and expressly superseded by mutual agreement of the Parties in any such future ICA, or if any such future ICA is terminated for cause. Further, if the underlying Agreement or any future ICA expires sooner than April 11, 2005, the Parties agree that the term and termination rights of the underlying Agreement and any future ICA shall not be extended nor otherwise affected or altered.
- III. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003

<sup>1</sup> Michigan Bell Telephone Company Incorporated, f/k/a Ameritech Michigan, is now doing business in Michigan as SBC Michigan.

to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in Michigan and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon 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, 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

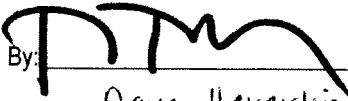
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. EXCEPT AS SET FORTH ABOVE, NOTHING HEREIN EXTENDS THE TERM OF THE AGREEMENT.
- V. This Amendment shall be filed with and is subject to approval by the State 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 12<sup>th</sup> day of August, 2003, by SBC Michigan, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

New Par d/b/a Verizon Wireless  
by Verizon Wireless (VAW) LLC, its General Partner

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

Muskegon Cellular Partnership d/b/a Verizon  
Wireless by Verizon Wireless (VAW) LLC,  
its General Partner

By:   
Name: Dave Heverling  
(Print or Type)  
Title: Area Vice President - Network  
(Print or Type)  
Date: 7/24/03

By:   
Name: Mike Auinbaub  
(Print or Type)  
Title: For/ President - Industry Markets  
Date: AUG 12 2003

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

Michigan Bell Telephone Company<sup>1</sup> d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner, Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("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 Michigan (the "Offer") to exchange traffic on and after July 6, 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 supercede 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:
  - 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

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

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:

July 6, 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 Michigan 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 Michigan 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 Michigan 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 Michigan LATAs.
- 2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Michigan LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Michigan LATA, and that any ISP-bound Traffic in other Michigan 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

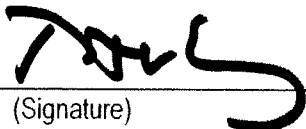
- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before July 28, 2003, this Amendment will be effective as of July 6, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on July 6, 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 July 28, 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, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the*

*Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its 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); or 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"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in Michigan and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon 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 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, 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

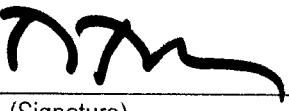


IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 17 day of SEP, 2003, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

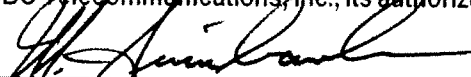
**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By:   
(Signature)  
Name: David R. Heverling  
Title: area Vice President-Network  
Date: 81903

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By:   
(Signature)  
Name: David R. Heverling  
Area Vice President-Network  
Date: 81903

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

By:   
(Signature)

Name: Mike Auinbauh

For/President – Industry Markets

Date: SEP 17 2003

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT  
TO THE INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")<sup>1</sup> and Verizon Wireless ("Carrier").

**WHEREAS**, SBC Michigan and Carrier are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

**WHEREAS**, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

**WHEREAS**, SBC Michigan made the Compliance Filing on November 5, 2004;

**WHEREAS**, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

**WHEREAS**, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

**1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
  - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.<sup>2</sup> In the event the MPSC in

<sup>1</sup> Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

<sup>2</sup> Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting Carrier") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Verizon Wireless

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

By: HHH

By: Kathy J. Wilkinson

Printed: HOWARD H. BOWER

Printed: Kathy J. Wilkinson

Title: AREA VICE PRESIDENT NETWORK

Title: For/ Senior Vice President - Industry Markets  
& Diversified Businesses

Date: 11/29/04

Date: 12-2-2004

FACILITIES-BASED OCN # 6003

ACNA \_\_\_\_\_

a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).<sup>2</sup>

2.2 This Amendment is provided as a means by which SBC Michigan and Carrier, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or Carrier's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide Carrier with the ability to obtain and/or order such network elements as UNEs. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

### **3. AMENDMENT EFFECTIVE DATE**

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

### **4. TERM OF AMENDMENT**

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

### **5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

### **6. RESERVATIONS OF RIGHTS**

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change

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structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting Carrier, following the date the MPSC approves or is deemed to have approved the Adopting Carrier's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting Carrier be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or Carrier from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

## 7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

**SBC Michigan Rates**  
**per Order in Case No. U-13531**

<b>Transiting Rate</b>		
Per conversation MOU		.000454

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

The Interconnection Agreement ("the Agreement") by and between Michigan Bell telephone Company<sup>1</sup> d/b/a AT&T Michigan ("AT&T Michigan") and New Par d/b/a Verizon Wireless ("CLEC") is hereby amended as follows:

- (1) Add Appendix Wireless Physical Collocation, which is attached hereto and incorporated herein by this reference.
- (2) Add 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 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 (including intervening law rights asserted by either Party via written notice predating this Amendment) 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: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T-13STATE has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by AT&T Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments 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

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

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"). 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.

(6) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16<sup>th</sup> day of April, 2007, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

New Par d/b/a Verizon Wireless by Verizon Wireless  
(VAW) LLC, its General Partner

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

Muskegon Cellular  
Partnership d/b/a Verizon Wireless by Verizon  
Wireless (VAW) LLC, its General Partner

By: HHB

By: MA

Printed: HOWARD H. BOWER

Printed: Mike Auinbauh

Title: AREA VICE PRESIDENT NET  
(Print or Type)

Title: AVP-Project Service Management  
(Print or Type)

Date: 4/2/07

Date: APR 6 2007

FACILITIES-BASED OCN # 6003

ACNA DTC, SGN, EBA

# **APPENDIX WIRELESS COLLOCATION PHYSICAL COLLOCATION**

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## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

AT&T Michigan 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 Michigan 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 Michigan approved vendor (hereinafter referred to as Dedicated Space) within AT&T Michigan Eligible Structure as defined in Section 2, Definitions, following. The Wireless Collocator will lease the Dedicated Space from AT&T Michigan 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 Michigan will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T Michigan will permit collocation in Adjacent Structures located on AT&T Michigan'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 Michigan pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T Michigan 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 Michigan 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 Michigan** 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 Michigan** 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 Michigan**'s Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Wireless Collocator-provided structure placed on **AT&T Michigan** property (Adjacent On-site) or non-**AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** Eligible Structure.
- 2.12 **Effective Billing Date** - The date **AT&T Michigan** 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 Michigan**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **AT&T Michigan** that house its network facilities, and all structures that house **AT&T Michigan**'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 Michigan** incurs to meet the specific request of an individual Wireless Collocator and will not typically benefit either other Wireless Service Provider or **AT&T Michigan** 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 Michigan** 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 Michigan** and for Wireless Collocator in **AT&T Michigan** eligible structures in all collocation footprints areas and/or **AT&T Michigan** common areas in the technologies and geographical locations for which they are approved by **AT&T Michigan**.
- 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 Michigan** and for Wireless Collocators in **AT&T Michigan** central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the **AT&T Michigan** per the letter codes listed in a table on the Tier 1 list on <https://clec.sbc.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 Michigan** 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 Michigan**'s, which is located on the **AT&T Michigan** CLEC ONLINE Web-Site (<https://clec.sbc.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 Michigan** 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.sbc.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 Michigan's** network.
- 2.29 **Unused Space** - Any space (i) existing in **AT&T Michigan's** Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **AT&T Michigan's** or any third party, (iii) that is not occupied by **AT&T Michigan'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 Michigan'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 Michigan'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 Michigan'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 Michigan** 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 Michigan** 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 Michigan** requirements. The Installation Supplier shall coordinate with the **AT&T Michigan** 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.sbc.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 Michigan** or other telecommunications carriers. The Wireless Collocator shall immediately report to the **AT&T Michigan** 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 Michigan** premises or any OSHA inspection or citations issued to the Wireless Collocator while on **AT&T Michigan** 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 Michigan** 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 Michigan** vehicles and which are designated as reserved. **AT&T Michigan** 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 Michigan** are required to follow all posted traffic and **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan 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 Michigan 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 Michigan from and waives any and all right of recovery, claim, action or cause of action against AT&T Michigan, 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 Michigan, 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 Michigan, and any rights of Wireless Collocator against AT&T Michigan 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 Michigan 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 Michigan 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 Michigan as well. If a certificate is not received, AT&T Michigan 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 Michigan, and AT&T Michigan may, but is not required to, obtain insurance on behalf of the Wireless Collocator as specified herein. AT&T Michigan 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 Michigan 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 Michigan

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T Michigan 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 Michigan the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (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 Michigan 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 Michigan or its employees. The provisions in this Section are reciprocal and applicable also to AT&T Michigan.
- 5.3 AT&T Michigan 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 Michigan and any other Indemnitee subject to any such claim fully informed as to the progress of such

defense, and (b) afford **AT&T Michigan** 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 untenable in whole or in part, **AT&T Michigan** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **AT&T Michigan** 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 Michigan** opts not to rebuild, then **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan**.

##### 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 Michigan**'s opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **AT&T Michigan**, 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 Michigan** may impose the following reasonable security measures on Wireless Collocator to assist in protecting its network and equipment from harm. **AT&T Michigan** may impose security arrangements as stringent as the security arrangements **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** security standards. Wireless Collocator personnel and technicians will undergo the same level of security training or its equivalent that **AT&T Michigan**'s own employees and authorized contractors must

undergo. **AT&T Michigan** will not, however, require Wireless Collocator to receive security training from **AT&T Michigan**, 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 Michigan's** Technical Publications via <https://clec.sbc.com/clec>.

6.1.1.3 Wireless Collocator and **AT&T Michigan** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **AT&T Michigan** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Wireless Collocator or **AT&T Michigan** 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 Michigan** 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 Michigan** property:

6.1.1.3.1 Theft or destruction of **AT&T Michigan'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 Michigan** property;

6.1.1.3.3 Threats or violent acts against other persons on **AT&T Michigan** property;

6.1.1.3.4 Knowing violations of any local, state or federal law on **AT&T Michigan** property;

6.1.1.3.5 Permitting unauthorized persons access to **AT&T Michigan** or Wireless Collocator's equipment on **AT&T Michigan** property; and

6.1.1.3.6 Carrying a weapon on **AT&T Michigan** property.

In addition, Wireless Collocator and **AT&T Michigan** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **AT&T Michigan** or the Wireless Collocator of **AT&T Michigan's** policies and practices on security, safety, network reliability, and business conduct as defined in **AT&T Michigan's** Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in **AT&T Michigan**, 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 Michigan**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **AT&T Michigan** as well.

6.1.1.5 **AT&T Michigan** may use reasonable security measures to protect its equipment. In the event **AT&T Michigan** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **AT&T Michigan** 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 Michigan's** equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 **AT&T Michigan'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 Michigan's** equipment. **AT&T Michigan's** construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **AT&T Michigan's** space. To the extent that **AT&T Michigan** 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 Michigan's expense.

6.1.1.5.2 AT&T Michigan'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 Michigan'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 Michigan's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T Michigan chooses to enclose its own equipment, AT&T Michigan 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 Michigan 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 Michigan cannot prove that other reasonable security methods cost more than an interior security partition around AT&T Michigan's equipment, AT&T Michigan cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Wireless Collocators.

6.1.1.5.6 If AT&T Michigan 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 Michigan'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 Michigan will not delay a Wireless Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T Michigan 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 Michigan is responsible for providing the Wireless Collocator personnel a contact number for AT&T Michigan 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 Michigan 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 Michigan 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 Michigan. 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 Michigan** 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 Michigan** 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 Michigan** or the Wireless Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, **AT&T Michigan** and the Wireless Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, **AT&T Michigan** or the Wireless Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by **AT&T Michigan** or the Wireless Collocator.

## 7.4 Service Coordination

7.4.1 **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**-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 Michigan** 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 Michigan** orally and in writing within five (5) business days of the completion of the inspection tour. The Wireless Collocator may dispute the **AT&T Michigan** findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** will not provide Wireless Collocator's personnel or agents with direct access to **AT&T Michigan's** Main Distribution Frame (MDF), with the exception of the **AT&T Michigan's** Approved Vendor.

7.6.1.2 **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Wireless 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 Wireless Collocator will be based upon the percentage of total space utilized by each Wireless Collocator. Accordingly, **AT&T Michigan** will not provide Wireless Collocator's personnel or agents with direct access to **AT&T Michigan's** Main Distribution Frame (MDF), with the exception of the **AT&T Michigan's** Approved Vendor.

7.6.1.4 **Cageless Collocation** - **AT&T Michigan** 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 Michigan** will provide space in single bay increments, including available space adjacent to or next to **AT&T Michigan'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 Michigan** will not require Wireless Collocator to use an intermediate interconnection arrangement (i.e., POT frame). **AT&T Michigan** may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, **AT&T Michigan** will not provide Wireless Collocator's personnel or agents with direct access to **AT&T Michigan's** Main Distribution Frame (MDF), with the exception of the **AT&T Michigan** Approved Tier 1 Vendor.



7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within **AT&T Michigan** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **AT&T Michigan** will permit Wireless Collocator to physically collocate on **AT&T Michigan**'s property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that **AT&T Michigan** uses to house telecommunication equipment, to the extent technically feasible. **AT&T Michigan** and telecommunications carrier will mutually agree on the location of the designated space on **AT&T Michigan** premises where the Adjacent Structure will be placed. **AT&T Michigan** 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 Michigan** will offer the following increments of power to the Adjacent Structure: **AT&T Michigan** 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 Michigan** 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 Michigan** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **AT&T Michigan** 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 Michigan** or the Wireless Collocator. Accordingly, **AT&T Michigan** will not provide Wireless Collocator's personnel or agents with direct access to **AT&T Michigan**'s Main Distribution Frame (MDF), with the exception of the **AT&T Michigan**'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 Michigan**'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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan 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 Michigan's facilities. AT&T Michigan 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 Michigan 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 Michigan 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 Michigan'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 Michigan'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 Michigan 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 Michigan 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 Michigan will inform the Wireless Collocator as soon as practicable by telephone of all emergency-related activities that AT&T Michigan 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 Michigan** 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 Michigan**'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 Michigan** will submit to a requesting Telecommunications Carrier a report indicating **AT&T Michigan**'s available collocation space in a particular **AT&T Michigan** Eligible Structure upon request **AT&T Michigan**. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Wireless Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T Michigan** 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 Michigan** 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 Michigan**'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 Michigan** 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 Michigan**'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 Michigan** 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 Michigan** 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.sbc.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 Michigan** 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 Michigan'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 Michigan** representative and the designated agent for the Wireless Collocator, who will participate in the tour.
- 8.1.4.7 **AT&T Michigan** 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 Michigan'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 Michigan**. The Wireless Collocator and **AT&T Michigan** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Wireless Collocator and **AT&T Michigan** 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 Michigan** to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before **AT&T Michigan** may make a determination that space in an Eligible Structure is legitimately exhausted, **AT&T Michigan** 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 Michigan'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 Michigan** may reserve space for transport equipment for current year plus two (2) years. Additionally, **AT&T Michigan** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **AT&T Michigan** or for future use by **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan's** Interconnector's Collocation Services Handbook (<https://clec.sbc.com/clec>) for Physical Collocation in **AT&T Michigan** 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 Michigan**.

8.1.5.1.1A Wireless Collocator wishing **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **AT&T Michigan** 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 Michigan** will begin development of the quotation. **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan** 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 Michigan** 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 Michigan 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 Michigan 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 Michigan 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 Michigan 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 Michigan installs interconnection and power cabling. AT&T Michigan 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 Michigan'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 Michigan 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 one Wireless Collocator and another Wireless Collocator provided the Wireless Collocator is interconnected with AT&T Michigan'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 Michigan bays, AT&T Michigan 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 Michigan 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 Michigan 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 Michigan.

8.2.5.1.3 During AT&T Michigan 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 Michigan, Wireless Collocator and/or their AT&T Michigan Approved Tier 1 Vendor (s) may request AT&T Michigan to do work in parallel with AT&T Michigan throughout the remaining delivery interval. The Wireless Collocator must obtain an approved Method of Procedures (MOP) from AT&T Michigan and follow AT&T Michigan'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 Michigan has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T Michigan has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T Michigan 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 Michigan 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 Michigan will notify the Wireless Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T Michigan completion of preparation of the Dedicated Space.

8.4.1.1 Upon Wireless Collocator's receipt of such notice, AT&T Michigan 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 Michigan. These exceptions shall be corrected by AT&T Michigan 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 Michigan's** expense.
- 8.4.1.2 Upon completion of such corrections, **AT&T Michigan** 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 Michigan's** network within one hundred eighty (180) days after receipt of such notice, that **AT&T Michigan** has completed its work as required by the complete and accurate Collocation application.
- 8.4.2.1 In the event that **AT&T Michigan** has refused to interconnect with the Wireless Collocator, the one hundred eighty (180) day deadline shall be extended until **AT&T Michigan** allows the Wireless Collocator to interconnect. **AT&T Michigan**, 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 Michigan**.
- 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 Michigan'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 Michigan**.
- 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 (10<sup>th</sup>) business

day after **AT&T Michigan** 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 (10<sup>th</sup>) 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 Michigan**'s network or interconnected to another Wireless Collocator's equipment that resides within the same structure, provided the Wireless Collocator's equipment is used for interconnection with **AT&T Michigan**'s for the purpose of providing this service.

8.4.5 If the Wireless Collocator causes **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**, 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 Michigan**'s reasonable discretion. In addition, a Wireless Collocator's presence in **AT&T Michigan** Central Offices or adjacent space collocation structures should not prevent **AT&T Michigan** 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 Michigan** determines that a Wireless Collocator must relocate due to any of the above reasons, **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** shall maintain a publicly available document for viewing on the Internet at <https://clec.sbc.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**'s central offices before **AT&T Michigan** 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 Michigan**, 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 Michigan** 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 Michigan** 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 Michigan** regarding any bill for anything ordered from this Appendix, Wireless Collocator shall, prior to the Bill Due Date, give written notice to **AT&T Michigan** 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. 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 Michigan** 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 Michigan** 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 Michigan** (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 Michigan** 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 Michigan** 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 Michigan** in writing within thirty (30) days following receipt of the results of **AT&T Michigan**'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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** shall be disbursed to **AT&T Michigan** 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 Michigan** any difference between the amount of accrued interest **AT&T Michigan** received from the escrow disbursement and the amount of Late Payment Charges **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan**.

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 DEMARCATION 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 Michigan will only permit copper or coaxial cable as the transmission medium where the Wireless Collocator can demonstrate to AT&T Michigan that use of such cable will not impair AT&T Michigan's ability to service its own customers or subsequent Wireless Collocators.

9.1.2 AT&T Michigan 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 Michigan cable. AT&T Michigan will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T Michigan also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T Michigan 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 Michigan 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 Michigan 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 Michigan 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 Michigan, and leaving sufficient length of the cable in the manhole for AT&T Michigan 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 Michigan 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 Michigan 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 Michigan under 47.U.S.C. § 251(C). Such uses are limited to interconnection to AT&T Michigan'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 Michigan at a level equal in quality to that which AT&T Michigan obtains within its own network or AT&T Michigan 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 Michigan's** property.

10.1.4 **AT&T Michigan** 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 Michigan** and Wireless Collocator mutually agree to such placement, in **AT&T Michigan'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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**, 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan** 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 Michigan** will ensure that the Wireless Collocator is provided collocation space at least equal in quality to that provided to **AT&T Michigan**, 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan**, in the same condition as when first occupied by the Wireless Collocator, except for ordinary wear and tear.

10.3.4 **AT&T Michigan** 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 Michigan** 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 Michigan'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 Michigan'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 Michigan** 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 Michigan**. **AT&T Michigan** shall consider a modification, improvement, addition, repair or other alteration requested by the Wireless Collocator, provided that **AT&T Michigan** has the right to reject or modify any such request except as required by state or federal regulators. The cost of any **AT&T Michigan** provided construction shall be paid by the Wireless Collocator in accordance with **AT&T Michigan**'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 Wireless Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Wireless Collocators. The **AT&T Michigan** will make Shared Collocation cages available to all Wireless Collocators. In making shared caged arrangements available **AT&T Michigan** 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 Wireless 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 Michigan**, 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 Michigan**.

11.2 A Wireless Collocator may request that **AT&T Michigan** 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 Wireless Collocators have interconnection agreements with **AT&T Michigan** use a shared collocation cage, **AT&T Michigan** will permit each Wireless Collocator to order interconnection to and provision service from that shared collocation space, regardless of which Wireless Collocator was the original Wireless Collocator.

11.2.2 The Primary Wireless 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 Michigan**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AT&T Michigan**, 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 Michigan**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Wireless Collocator". For New Shared Collocation, the Primary Wireless Collocator shall be the single Wireless Collocator that submits the request for New Shared Collocation on behalf of the other Resident Wireless Collocators (as defined below). For Subleased Shared Collocation, the Primary Wireless

Collocator shall be the Wireless 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 Wireless Collocator (including Resident Wireless Collocator(s) and the Primary Wireless Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Wireless Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Wireless Collocator that authorize each other Resident Wireless Collocator to utilize the Connecting Facility Assignments associated with the Primary Wireless Collocator and signed by each Resident Wireless Collocator that authorize the Primary Wireless Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Wireless 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 Wireless Collocators shall request New Shared Collocation from AT&T Michigan in a single application. AT&T Michigan will prorate the Preparation Charges incurred by AT&T Michigan to condition the space for Collocation use among the Resident Wireless 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 Wireless Collocator based on the percentage attributable to each Resident Wireless Collocator as provided on the Collocation order by the Primary Wireless Collocator, provided that the percentage attributable to the Resident Wireless Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T Michigan will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Wireless Collocator in an AT&T Michigan 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 Michigan shall not be required to adjust such allocation if another Resident Wireless Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T Michigan shall bill only the Primary Wireless Collocator for, and the Primary Wireless 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 Wireless Collocator's responsibility to recover from each other Resident Wireless Collocator such Wireless Collocator's proportionate share of such other charges billed to the Primary Wireless Collocator for the New Shared Cage Collocation. If Wireless Collocator is a Resident Wireless Collocator but not the Primary Wireless Collocator in a New Shared Collocation arrangement, Wireless Collocator agrees that the Primary Wireless Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Wireless Collocator's Section 251/252 agreement under which the Primary Wireless 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 Wireless Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Wireless Collocator shall require its Resident Wireless Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Wireless Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T Michigan as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator, shall notify its Resident Wireless 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 Wireless Collocator(s).
- 11.4 For Subleased Shared Collocation, if the Wireless Collocator is the Primary Wireless Collocator, then that (Primary) Wireless Collocator shall be responsible for its and its Resident Wireless Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Wireless Collocator to sublease space from Wireless Collocator, Wireless Collocator shall require such other Wireless Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Wireless Collocator's compliance with the terms, conditions and restrictions relating to

Collocation contained in this Appendix and designates **AT&T Michigan** as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator, shall notify its Resident Wireless 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 Wireless Collocator(s). If Wireless Collocator is the sub lessee (i.e., not the Primary Wireless Collocator) in a Subleased Shared Collocation arrangement, Wireless Collocator agrees that Primary Wireless Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Wireless 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 Michigan** and permit Wireless Collocator to interconnect its network with **AT&T Michigan** from Shared Caged Collocation, regardless if Wireless Collocator was the original Wireless Collocator. Wireless Collocator, however, shall have no right to request and **AT&T Michigan** shall have no obligation to provide Wireless Collocator's Resident Wireless Collocators access **AT&T Michigan**'s network. Instead, a Resident Wireless Collocator's rights shall be as determined by such Resident Wireless Collocator's contractual arrangement (Section 251/252 agreement) with **AT&T Michigan**.
- 11.6 As a condition of entering into Shared Caged Collocation, Wireless Collocator agrees that if it is not the Primary Wireless 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 Michigan** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Wireless Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Wireless Collocators must immediately identify a new Primary Wireless Collocator. If only one Wireless Collocator remains in the Shared Cage Collocation, that Wireless Collocator shall become the Primary Wireless Collocator. **AT&T Michigan** shall bill the new Primary Wireless Collocator any applicable charges to change **AT&T Michigan**'s records and databases to reflect such new Primary Wireless Collocator.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, the **AT&T Michigan** will permit Wireless Collocators to construct their own direct connection (cross-connect) facilities to other physical Wireless 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 Michigan** imposes on its own equipment. **AT&T Michigan** shall not require physical-to-physical Wireless Collocators to purchase any equipment or cross-connect capabilities solely from **AT&T Michigan**. If requested by the Wireless Collocator, **AT&T Michigan** 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 Wireless Collocator. However if the Wireless Collocators cannot physically pull the cable themselves (i.e. located on different floors), **AT&T Michigan** will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. **AT&T Michigan** (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 Wireless Collocator and a virtual Wireless 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 Michigan** 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 Michigan** imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Wireless Collocators. At

AT&T Michigan's option, the connection may be made either by AT&T Michigan or by the Wireless 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 Michigan network equipment areas of Eligible Structures by AT&T Michigan or Wireless Collocator must meet AT&T Michigan 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 Michigan) 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 Michigan and its contractors when engineering and installing equipment.

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

12.1.3 In the event AT&T Michigan 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 Michigan 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 Michigan 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 Michigan**'s written notice, or if the Wireless Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T Michigan** 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 Michigan** might have.
- 13.2 **AT&T Michigan** 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 Michigan** 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 Michigan** tariffs.

#### 14.2 Maintenance

- 14.2.1 **AT&T Michigan** 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.sbc.com/clec>.)

#### 14.4 Legal Requirements

- 14.4.1 Except for Section 17, **AT&T Michigan** 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 Michigan's RIGHT OF ACCESS

- 15.1 AT&T Michigan, its agents, employees, and other AT&T Michigan-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 Michigan hereunder, and for any other purpose deemed reasonable by AT&T Michigan. AT&T Michigan 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 Michigan equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T Michigan 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 Michigan 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 Michigan 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 Michigan, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T Michigan, 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 Michigan 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 Michigan 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 Michigan 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 Michigan that is not specifically provided for in this Appendix or in the Pricing Schedule, the Wireless Collocator shall notify AT&T Michigan 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 Michigan or other Wireless Collocators. AT&T Michigan 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 Michigan is not reached regarding the Custom Work Charge, AT&T Michigan 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 Michigan 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 Michigan 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 Wireless Collocators, such work shall not be considered custom work; instead, AT&T Michigan shall file the appropriate interconnection agreement amendment. However, AT&T Michigan shall not delay completion of such work during the agreement approval process. AT&T Michigan 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 Michigan 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 Michigan 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 Michigan will allocate the costs fairly among itself, Wireless Collocator and other Wireless Collocators, as appropriate.

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

17.6.4 **AT&T Michigan** 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 Michigan** DOES ALL WORK)

18.1 The Wireless Collocator may elect to have **AT&T Michigan** provision the collocation site or the Wireless Collocator may elect to hire an **AT&T Michigan** 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 Michigan's** Interconnector's Collocation Services Handbook for Physical Collocation in **AT&T Michigan**, recovers **AT&T Michigan'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 Michigan** 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 Wireless Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **AT&T Michigan** shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Wireless Collocator in **AT&T Michigan** premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, **AT&T Michigan** shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **AT&T Michigan** for floor space and all other applicable interconnection arrangements. When a Wireless 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 Michigan** 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 Michigan** within **AT&T Michigan**:

- 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Wireless Collocator in **AT&T Michigan** 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 Wireless Collocator will be based upon the number of frames used by each Wireless 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 Michigan** within **AT&T Michigan**:

- 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 Michigan** 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 Michigan** 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 Michigan will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T Michigan 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 Michigan technical support. This rate element may be provided by AT&T Michigan.

#### 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 Michigan 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.sbc.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

**Michigan** 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 Michigan** 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 Michigan** in pulling the Wireless Collocator's cable facilities from **AT&T Michigan** designated manhole, through **AT&T Michigan** cable vault and through **AT&T Michigan** cable support structure to the Wireless Collocator's equipment.

18.3.9 **AT&T Michigan** 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 Michigan**-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Wireless Collocator's equipment bay and **AT&T Michigan** network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to **AT&T Michigan** 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 Michigan**'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 Michigan**-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Wireless Collocator's equipment bay and **AT&T Michigan** network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to **AT&T Michigan** 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 Michigan**'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 Michigan**-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Wireless Collocator's equipment bay and **AT&T Michigan** network. These rate

elements may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T Michigan 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 Michigan network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T Michigan Main Distribution Frame.

#### 18.3.11 Bits Timing (per circuit) (Optional)

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

#### 18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T Michigan 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 Wireless Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T Michigan 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 Michigan 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 Michigan'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 Michigan site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T Michigan will provide an employee of AT&T Michigan to conduct the pre-visit, unless a different number of AT&T Michigan employees are mutually agreed upon. The Wireless Collocator will be billed for the time of the assigned AT&T Michigan 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 Michigan 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 Michigan 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 Michigan** 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 Michigan** Eligible Structure, **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**'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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Wireless Collocator's equipment from the Physical Collocation space, using an **AT&T Michigan** 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 Michigan** rack level. Wireless Collocator must use an **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan**, 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 Michigan** 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 Michigan** Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the **AT&T Michigan** 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 Wireless Collocator") may reassign the Physical Collocation Arrangement to another Wireless Collocator ("Wireless 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 Michigan**. In order to request consent to assign a Physical Collocation Arrangement, either the Wireless Collocator Assignee or Exiting Wireless Collocator may

submit a Collocation Application on behalf of both the Exiting Wireless Collocator and Wireless Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Wireless 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 Wireless 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 Michigan turns over the Physical Collocation Arrangement to the Wireless Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T Michigan's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Wireless Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T Michigan makes available the Physical Collocation Arrangement to the Wireless Collocator Assignee.
- 19.3.3 An Exiting Wireless Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Wireless Collocator's on the waiting list above the Wireless Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Wireless Collocator's assets.
- 19.3.4 Wireless Collocator Assignee will defend and indemnify the AT&T Michigan 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 Wireless Collocator Assignee or the Exiting Wireless Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Wireless 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 Michigan equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Wireless Collocator Assignee further agrees to indemnify and hold the AT&T Michigan harmless from any third-party claims involving allegations that Wireless Collocator Assignee does not hold proper title to such non-AT&T Michigan equipment and other items.
- 19.3.6 AT&T Michigan will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Wireless Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T Michigan begins to convert the Physical Collocation Arrangement being reassigned. Once Wireless Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T Michigan shall finish the work to convert the space within thirty (30) calendar days. AT&T Michigan and Wireless Collocator Assignee will coordinate all conversion work to insure that the end user customers of Wireless Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Wireless 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 Wireless 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 Wireless Collocator Assignee before the assigned space is turned over.
- 19.3.8 Wireless Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T Michigan 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 Wireless 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 Michigan** 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 Michigan** Battery Distribution Fuse Bay (BDFB) or a **AT&T Michigan** 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 Michigan** 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 Michigan** Approved Tier 1 Vendor to coordinate fuse changes at the **AT&T Michigan** 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 Michigan** 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 Michigan** shall coordinate the fuse changes at the **AT&T Michigan** Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **AT&T Michigan**'s BDFB or Power Plant, the **AT&T Michigan** 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 Michigan** rack level. Wireless Collocator must use a **AT&T Michigan** 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 Michigan** 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 Michigan** rack level. Wireless Collocator must use an **AT&T Michigan** 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 Michigan** to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Complete Space Discontinuance - Reflects the **AT&T Michigan**'s labor costs to project manage the complete discontinuance of the Wireless Collocator's space. The labor costs include the **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan'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 Michigan 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 Michigan to process the Wireless Collocator's application for Physical Collocation Arrangements.
  - (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T Michigan'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 Michigan 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 Michigan 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 Michigan to process the Wireless Collocator's application for Physical Collocation Arrangements.
  - (B) Project Management Fee - Power Re-Fusing Only at AT&T Michigan BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T Michigan'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 Michigan** BDFB. This fee is applicable when the Wireless Collocator is coordinating the fuse reduction at **AT&T Michigan** BDFB.

- (C) Project Management Fee - Power Re-Fusing Only at **AT&T Michigan** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the **AT&T Michigan**'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 Michigan** Power Board. This fee is applicable when **AT&T Michigan** is coordinating the fuse reduction at **AT&T Michigan** Power Board.
- (D) Power Fuse Reductions on **AT&T Michigan** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for **AT&T Michigan** to tag cables and update Central Office power records associated with the fuse change on the **AT&T Michigan** 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 Michigan** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for **AT&T Michigan** to change the fuse at **AT&T Michigan** power board, tag cables and update Central Office power records associated with fuse change on **AT&T Michigan** 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 Michigan** to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects **AT&T Michigan**'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 Michigan** 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 Michigan** 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 Michigan 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 Michigan Main Distribution Frame or its equivalent by AT&T Michigan 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 Michigan will install and stencil termination blocks or panels at AT&T Michigan 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 Michigan Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T Michigan and follow AT&T Michigan'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 Michigan's Battery Distribution Fuse Bay (BDFB) by using an AT&T Michigan Approved Tier 1 Installation Vendor. When AT&T Michigan designated power termination point is at the Power Plant Primary Distribution, the Wireless Collocator's AT&T Michigan Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Wireless Collocator must contact AT&T Michigan 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 Michigan Power Plant Primary Distribution, which will be performed by AT&T Michigan. 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 Michigan Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T Michigan and follow AT&T Michigan'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 Michigan 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 Michigan determines that Wireless Collocator's Physical Collocation Application is unacceptable, AT&T Michigan shall advise Wireless Collocator of any deficiencies within this ten (10) calendar day period. AT&T Michigan 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 Michigan** shall construct and turnover to the Wireless Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **AT&T Michigan** receives an accurate and complete Physical Collocation Application from the Wireless Collocator. The Wireless Collocator must provide **AT&T Michigan**, 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 Michigan** has received such response and payment. If the Wireless Collocator has not provided **AT&T Michigan** such response and payment by the twelfth (12) calendar day after the date **AT&T Michigan** notified Wireless Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until **AT&T Michigan'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 Michigan** 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 Michigan** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan**.

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 Michigan** 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 Michigan**.

21.5.5.2 The delivery interval for the above Augments is determined by **AT&T Michigan** 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 Michigan** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **AT&T Michigan** 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 Michigan** 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 exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, **AT&T Michigan** 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 Michigan**'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 Michigan** 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 a **AT&T Michigan** 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 Michigan** Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but **AT&T Michigan** 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 Michigan** 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 Michigan**, and leaving sufficient length of the cable in the manhole for **AT&T Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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 Michigan** 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.

**SBC-13STATE**  
COLLOCATION RATE SUMMARY  
February 28, 2005

A		B	C	D	E
Product Type		Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
<b>1. WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>					
<b>2. REAL ESTATE</b>					
3	Site Conditioning	Per Sq. Ft. of space used by WSP	S8FWB	\$0.28	\$117.32
4	Site Security	Per Sq. Ft. of space used by WSP	S8FAN	\$0.30	\$118.19
5	Floor Space Usage	Per Sq. Ft. of space used by WSP	S8FAL	\$22.10	\$0.00
<b>6. COMMON SYSTEMS</b>					
7	Common Systems - Cages	Per Sq. Ft. of space used by WSP	S8F4A	\$0.36	\$244.96
<b>8. PLANNING</b>					
9	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRFCJ	\$0.00	\$16.08
10	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$8,083.33
11	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$4,945.13
12	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
13	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,942.31
<b>14. POWER PROVISIONING</b>					
15	Power Panel:		NONE		
16	Power Panel:	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
17	Power Panel:	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
18	Power Cable and Infrastructure:				
19	Power Cable and Infrastructure:	Per 2-10 Amp Power Feeds (WSP Provided)	C1F31	\$19.13	\$618.99
20	Power Cable and Infrastructure:	Per 2-20 Amp Power Feeds (WSP Provided)	C1F31	\$19.13	\$618.99
21	Power Cable and Infrastructure:	Per 2-30 Amp Power Feeds (WSP Provided)	C1F32	\$19.13	\$618.99
22	Power Cable and Infrastructure:	Per 2-40 Amp Power Feeds (WSP Provided)	C1F33	\$19.13	\$618.99
23	Power Cable and Infrastructure:	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$618.99
24	Power Cable and Infrastructure:	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$618.99
25	Power Cable and Infrastructure:	Per Sq. Ft. of space used by WSP	S8FCR	\$0.63	\$427.91
26	Equipment Grounding:				
27	Equipment Grounding:	Per 10 Amps	S8GCS	\$13.50	\$0.00
28	Equipment Grounding:	Per Amp	S8GCT	\$13.56	\$0.00
29	HVAC	Per Amp	TBD	\$11.23	\$0.00
30	Fiber Cable				
31	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FC9	\$43.68	\$2,643.58
32	Fiber Cable	Per Fiber Cable Sheath	S8FWS	\$6.16	\$0.00
33	Central Office:				
34	Central Office:	Per Linear Foot, Per pair	S8F45	\$1.58	\$537.18
35	Central Office:	Per two circuits	S8FOT	\$0.84	\$0.00
36	Central Office:	Per Premise	NRFCQ	\$0.00	\$81.74
37	Central Office:	Per Card	NRFCM	\$0.00	\$14.64
38	Central Office:	Per Sq. Ft. (WSP provides cage)	NRL60	\$0.37	\$246.64
<b>39. MISCELLANEOUS &amp; OPTIONAL COST:</b>					
40	Miscellaneous & Optional Cost:	100 Copper Pairs (WSP provides cable)	S8F48	\$5.41	\$936.04
41	Miscellaneous & Optional Cost:	100 Shielded Pairs (WSP provides cable)	S8FWU	\$5.41	\$936.04
42	Miscellaneous & Optional Cost:	28 DS1 (WSP provides cable)	S8F46	\$16.75	\$912.63
43	Miscellaneous & Optional Cost:	1 DS3 (WSP provides cable)	S8FON	\$5.11	\$765.07
44	Miscellaneous & Optional Cost:	12 Fiber Pairs (WSP provides cable)	S8F0R	\$5.89	\$731.14
45	Miscellaneous & Optional Cost:	Per Cable	S8GFE	\$0.00	\$641.54
46	Miscellaneous & Optional Cost:	Per Cable	S8GFE	\$0.00	\$641.54
47	Miscellaneous & Optional Cost:	Per Cable	S8GFE	\$0.00	\$641.54
48	Miscellaneous & Optional Cost:	Per 28 Circuits (WSP provides cable)	S8GFH	\$6.06	\$0.00
49	Miscellaneous & Optional Cost:	Per Circuit (WSP provides cable)	S8GFJ	\$4.10	\$0.00
50	Miscellaneous & Optional Cost:	Per Cable (WSP provides cable)	S8GFK	\$3.95	\$0.00
<b>51. TIME SENSITIVE ACTIVITIES</b>					
52	Time Sensitive Activities:	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
53	Time Sensitive Activities:	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
54	Time Sensitive Activities:	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
55	Time Sensitive Activities:	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
56	Time Sensitive Activities:	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
57	Time Sensitive Activities:	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98



**SBC-13 STATE  
COLLOCATION RATE SUMMARY**  
February 28, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1				
67				
68				
69	REAL ESTATE			
70	Site Conditioning			
71	Safety & Security			
72	Floor Space Usage			
73	COMMON SYSTEMS			
74	Common Systems - Cage			
75	PLANNING			
76	Planning - Central Office			
77	Planning			
78	Planning - Subsequent Inter. Cabling			
79	Planning - Subsequent Inter. Cabling			
80	Planning - Subsequent Power Cabling			
81	POWER PROVISIONING			
82	Power Panel:			
83	200 Amp			
84	Power Cable and Infrastructure:			
85	2-10 Amp Feeds			
86	2-20 Amp Feeds			
87	2-30 Amp Feeds			
88	2-40 Amp Feeds			
89	2-50 Amp Feeds			
90	2-100 Amp Feeds			
91	Equipment Grounding:			
92	Ground Cable Placement			
93	DC POWER AMPERAGE CHARGE			
94	HVAC			
95	Per Amp			
96	FIBER CABLE PLACEMENT			
97	Central Office:			
98	Fiber Cable			
99	Entrance Conduit to Vault			
100	MISCELLANEOUS & OPTIONAL COST:			
101	MISCELLANEOUS COSTS			
102	Timing Lead (1 pair per circuit)			
103	Bis Timing			
104	Space Availability Report			
105	Security Access / ID Cards			
106	CAGE COMMON COSTS			
107	Cage Preparation			
108	INTERCONNECTION COSTS:			
109	ILEC TO WSP CONNECTION			
110	Voice Grade Arrangement			
111	DS1 Arrangement - DSX			
112	DS1 Arrangement - DSX			
113	DS3 Arrangement - DSX			
114	Fiber Arrangement			
115	WSP TO WSP CONNECTION			
116	Cable Racking and Hole for Optical			
117	Cable Racking and Hole for DS1			
118	Cable Racking and Hole for DS3			
119	Connection for DS1			
120	Connection for DS3			
121	Connection for Optical (Fiber)			
122	TIME SENSITIVE ACTIVITIES			
123	PRE-VISITS			
124	Colloc. Ser. Mgr. - 2nd Level			
125	Comm. Tech. - Craft			
126	CO Manager - 1st Level			
127	Floor Space Planning - 1st Level			
128	CONSTRUCTION VISITS			
129	Project Manager - 1st Level			
130	Colloc. Ser. Mgr. - 2nd Level			
131				

**SBC-1331 STATE**  
**COLLOCATION RATE SUMMARY**  
**February 28, 2005**

A		B		C	D	E
Product Type		Rate Element Description		USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1	WSP-PROVISIONED FACILITIES & EQUIPMENT:					
132	CAGELESS					
133	REAL ESTATE					
134	Site Conditioning	Per Frame (Standard Bay=10 sq ft)		S8FWC	\$0.29	\$117.32
135	Safety & Security	Per Frame (Standard Bay=10 sq ft)		S8FWG	\$0.30	\$118.19
136	Pack Space Usage	Per Frame (Standard Bay=10 sq ft)		S8F9C	\$22.10	\$0.00
137	COMMON SYSTEMS					
138	Common Systems - Cagesless	Per Frame (Standard Bay=10 sq ft)		S8FWE	\$11.02	\$687.14
139	PLANNING					
140	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)		NRFCLJ	\$0.00	\$16.08
141	Planning	Per Request		NRFCE	\$0.00	\$6,083.33
142	Planning - Subsequent Inter Cabling	Per Request		NRFCE	\$0.00	\$4,945.13
143	Planning - Subsequent Power Cabling	Per Request		NRFCE	\$0.00	\$6,798.44
144	Planning - Subsequent Inter Power Cabling	Per Request		NRFCE	\$0.00	\$6,942.31
145	POWER PROVISIONING					
146	Power Panel:					
147	50 Amp	Per Power Panel (WSP Provided)		NONE	\$0.00	\$0.00
148	200 Amp	Per Power Panel (WSP Provided)		NONE	\$0.00	\$0.00
149	Power Cable and Infrastructure:					
150	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)		C1F34	\$19.13	\$618.90
151	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)		S8GF1	\$19.13	\$618.90
152	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)		C1F35	\$19.13	\$618.90
153	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)		C1F36	\$19.13	\$618.90
154	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)		S8GF2	\$19.13	\$618.90
155	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)		S8GF3	\$19.13	\$618.90
156	Equipment Grounding:					
157	Ground Cable Placement	Per Frame		S8GDB	\$0.83	\$427.42
158	DC POWER AMPERAGE CHARGE					
159	HVAC	Per 10 Amps		S8GCS	\$13.50	\$0.00
160	Per Amp	Per Amp		S8GCT	\$13.36	\$0.00
161	CEV, HUT & Cabinets	Per 2 inch mounting space		TBD	ICB	ICB
162	FIBER CABLE PLACEMENT					
163	Central Office:					
164	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)		S8FQ8	\$43.66	\$2,643.58
165	Entrance Conduit	Per Fiber Cable Sheath		S8FHS	\$6.16	\$0.00
166	CEV, HUT & Cabinets:					
167	Fiber Cable Placement	Per Fiber Cable Sheath		TBD	ICB	ICB
168	Entrance Conduit	Per Fiber Cable Sheath		TBD	ICB	ICB
169	MISCELLANEOUS & OPTIONAL COST:					
170	MISCELLANEOUS COSTS					
171	Timing Lead (1 pair per circuit)	Per Linear Foot Per pair		S8F45	\$1.58	\$537.18
172	Bits Timing	Per two circuits		S8FOT	\$0.64	\$0.00
173	Space Availability Report	Per Premise		NRFQO	\$0.00	\$267.74
174	Security Access / ID Cards	Per Card		NRFQO	\$0.00	\$14.64
175	CAGELESS / POT BAY OPTIONS					
176	Standard Equipment Bay	Each (WSP Provided)		TBD	ICB	ICB
177	Non-Standard Cabinet Bay	Each (WSP Provided)		TBD	ICB	ICB
178	VF-DSO Termination Panel	Each (WSP Provided)		TBD	ICB	ICB
179	VF-DSO Termination Module	Each (WSP Provided)		TBD	ICB	ICB
180	DOP-1 Panel	Each (WSP Provided)		TBD	ICB	ICB
181	DOP-1 Jack Access Card	Each (WSP Provided)		TBD	ICB	ICB
182	DS3STS-1 Interconnect Panel	Each (WSP Provided)		TBD	ICB	ICB
183	DS3 Interconnect Module	Each (WSP Provided)		TBD	ICB	ICB
184	Fiber Optic Splitter Panel	Each (WSP Provided)		TBD	ICB	ICB
185	Fiber Termination Dual Module	Each (WSP Provided)		TBD	ICB	ICB
186	CEV, HUT, CABINET					
187	24 Foot CEV	2 inch Mounting Space		TBD	ICB	ICB
188	16 Foot CEV	2 inch Mounting Space		TBD	ICB	ICB
189	Max-Hut	2 inch Mounting Space		TBD	ICB	ICB
190	Mini-Hut	2 inch Mounting Space		TBD	ICB	ICB
191	Large Cabinet	2 inch Mounting Space		TBD	ICB	ICB
192	Medium Cabinet	2 inch Mounting Space		TBD	ICB	ICB
193	Small Cabinet	2 inch Mounting Space		TBD	ICB	ICB
194	INTERCONNECTION COSTS:					
195	WSP TO WSP CONNECTION					
196	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)		S8F3E	\$5.41	\$936.04
197	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)		S8FWW	\$5.41	\$936.04
198	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)		S8F2P	\$13.44	\$812.62
199	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)		S8F25	\$6.11	\$766.07
200	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)		S8F49	\$5.89	\$737.14

SBC-13 STATE  
COLLOCATION RATE SUMMARY  
February 28, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1. WSP TO WSP CONNECTION				
202 Cable Patching and Hole for Optical	Per Cable	S8GFE	\$0.00	\$641.54
203 Cable Patching and Hole for DS1	Per Cable	S8GFE	\$0.00	\$641.54
204 Cable Patching and Hole for DS3	Per Cable	S8GFE	\$0.00	\$641.54
205 Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFL	\$6.06	\$0.00
206 Connection for DS3	Per Circuit (WSP provides cable)	S8GFL	\$4.10	\$0.00
207 Connection for Optical	Per Cable (WSP provides cable)	S8GFH	\$3.95	\$0.00
208 PROJECT MANAGEMENT				
209 GEV HUT & CABINET				
210 Project Coordination	Per WSP Application	TBD	ICB	ICB
211 TIME SENSITIVE ACTIVITIES				
212 PRE-VISITS				
213 Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
214 Comm. Tech. - Craft	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
215 CO Manager - 1st Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
216 Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
217 CONSTRUCTION VISITS				
218 Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
219 Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
220				
221 SBC-PROVISIONED FACILITIES & EQUIPMENT:				
222 CAGELESS				
223 REAL ESTATE				
224 Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.29	\$117.32
225 Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.30	\$118.19
226 Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$22.10	\$0.00
227 COMMON SYSTEMS				
228 Common Systems - Cagelless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$1.02	\$687.14
229 PLANNING				
230 Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
231 Planning - Subsequent Inter. Cabling	Per Request	NRFCJ	\$0.00	\$8,083.33
232 Planning - Subsequent Power Cabling	Per Request	NRFCJ	\$0.00	\$4,945.13
233 Planning - Subs Inter./Power Cabling	Per Request	NRFCJ	\$0.00	\$6,798.44
234 POWER PROVISIONING				
235 Power Panel	Per Request	NRFCJ	\$0.00	\$5,942.31
236 200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,451.56
237 Power Cable and Infrastructure:				
238 12-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$22.56	\$2,035.58
239 2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$22.56	\$2,035.58
240 2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$22.56	\$2,035.58
241 2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$26.09	\$2,313.34
242 2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$26.09	\$2,313.34
243 2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$53.95	\$24,245.49
244 Equipment Grounding	Per Frame	S8GDB	\$0.63	\$427.42
245 Ground Cable Placement				
246 DC POWER AMPERAGE CHARGE				
247 HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
248 Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
249 Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
250 GEV. HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
251 FIBER CABLE PLACEMENT				
252 Central Office:				
253 Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,643.58
254 Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
255 GEV. HUT & Cabinets:				
256 Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
257 Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
258 MISCELLANEOUS & OPTIONAL COST:				
259				
260 Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
261 Bta Timing	Per two circuits	S8GEK	\$0.64	\$0.00
262 Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
263 Security Access / ID Cards	Per Card	NRFCQ	\$0.00	\$14.64
264 CAGELESS / POT BAY OPTIONS				
265 Standard Equipment Bay	Each	NRFCO	\$0.00	\$1,515.64
266 Non-Standard Cabinet Bay	Each	NRFCP	\$0.00	\$1,681.98
267 VFDSD Termination Panel/Module	Each	TBD	ICB	ICB
268 DDP-1 Panel/Jack Access Card	Each	TBD	ICB	ICB
269 DS3S1S-1 Interconnect Panel	Each	TBD	ICB	ICB
270 DS3 Interconnect Module	Each	TBD	ICB	ICB
271 Fiber Optic Splitter Panel	Each	TBD	ICB	ICB
272 Fiber Termination Dual Module	Each	TBD	ICB	ICB

SBC-13 STATE  
COLLOCATION RATE SUMMARY  
February 28, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1				
273 CEV, HUT, CABINET				
274 24 Foot CEV	2 inch Mounting Space	TBD	ICB	ICB
275 16 Foot CEV	2 inch Mounting Space	TBD	ICB	ICB
276 Mini-Hut	2 inch Mounting Space	TBD	ICB	ICB
277 Large Cabinet	2 inch Mounting Space	TBD	ICB	ICB
278 Medium Cabinet	2 inch Mounting Space	TBD	ICB	ICB
279 Small Cabinet	2 inch Mounting Space	TBD	ICB	ICB
280 IEC TO WSP CONNECTION				
281 IEC TO WSP CONNECTION	100 Copper Pairs	S8GD6	\$7.67	\$2,731.94
282 IEC TO WSP CONNECTION	100 Shielded Pairs	S8GD7	\$7.67	\$2,731.94
283 Voice Grade Arrangement	28 DS1	S8DDQ	\$15.18	\$2,311.38
284 DS1 Arrangement - DSX	1 DS3	S8DD1	\$9.03	\$1,752.15
285 DS3 Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.10	\$3,940.16
286 WSP TO WSP CONNECTION				
287 Fiber Arrangement	Per Cable	S8F77	\$0.00	\$1,974.55
288 Cable Racking and Hole for Optical	Per Cable	S8GFF	\$0.00	\$2,126.64
289 Cable Racking and Hole for DS1	Per Cable	S8GFG	\$0.00	\$1,508.06
290 Cable Racking and Hole for DS3	Per 28 Circuits	S8GFC	\$8.86	\$0.00
291 Connection for DS1	Per Circuit	S8GFD	\$5.02	\$0.00
292 Connection for Optical (Fiber)	Per Cable	S8GFB	\$5.07	\$0.00
293 PROJECT MANAGEMENT				
294 CEV, HUT & CABINET				
295 Project Coordination	Per WSP Application	TBD	ICB	ICB
296 TIME SENSITIVE ACTIVITIES				
297 PRE-VISITS				
298 Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFGB	\$0.00	\$23.98
299 Comm. Tech. - Craft	Per 1/4 Hour	NRFGB	\$0.00	\$23.98
300 CO Manager - 1st Level	Per 1/4 Hour	NRFCT	\$0.00	\$23.98
301 Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCT	\$0.00	\$23.98
302 CONSTRUCTION VISITS				
303 Project Manager - 1st Level	Per 1/4 Hour	NRFCT	\$0.00	\$23.98
304 Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCT	\$0.00	\$23.98
305 WSP-PROVISIONED FACILITIES & EQUIPMENT:				
306 ADJACENT ON-SITE				
307 PLANNING				
308 Planning	Per Request	NRFAT	\$0.00	\$9,243.72
309 Planning	Per Request	NRFAT	\$0.00	\$6,614.37
310 Planning	Per Request	TBD	\$0.00	\$7,622.85
311 Planning	Per Request	TBD	\$0.00	\$8,893.11
312 REAL ESTATE				
313 Land Rental	Per Square Foot	SAGEN	\$0.20	\$0.00
314 POWER PROVISIONING				
315 Power Cable and Infrastructure:				
316 2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
317 2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
318 2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
319 2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
320 AC Service:				
321 Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCT	ICB	ICB
322 Power Supply AC per DC Amps Ordered	Per Amp	TBD	\$3.23	\$0.00
323 DC POWER AMPERAGE CHARGE				
324 Per Amp	Per Amp	TBD	\$10.12	\$0.00
325 FIBER CABLE PLACEMENT				
326 Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8GF4	\$53.26	\$2,643.58
327 Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$7.51	\$0.00
328 CABLE RACK				
329 DC Power Cable Rack	Per Rack	TBD	\$0.02	\$0.00
330 Fiber Cable Rack	Per Rack	TBD	ICB	ICB
331 Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
332 CONDUIT PLACEMENT				
333 DC Power Cable Rack	Per Rack	TBD	ICB	ICB
334 Fiber Cable Rack	Per Rack	TBD	ICB	ICB
335 Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
336 IEC TO WSP CONNECTION				
337 IEC TO WSP CONNECTION				

SBC-1351A/E  
COLLOCATION RATE SUMMARY  
February 23, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1				
340	Voice Grade Arrangement - DSX			
341	DS1 Arrangement - DSX	S8F3G	\$7.16	\$1,640.54
342	DS3 Arrangement - DSX	S8F2R	\$14.09	\$2,134.55
343	Fiber Arrangement	TBD	ICB	ICB
344		S8F3N	\$5.53	\$863.22
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>345 ADJACENT ON-SITE</b>				
<b>PLANNING</b>				
347	Planning - Subsequent Inter. Cabling	NRF41	\$0.00	\$9,243.72
348	Planning - Subsequent Power Cabling	NRF42	\$0.00	\$6,814.37
349	Planning - Subsequent Power Cabling	TBD	\$0.00	\$7,822.95
350	Planning - Subsequent Power Cabling	TBD	\$0.00	\$8,893.11
351	REAL ESTATE			
352	Land Rental	TBD	\$0.17	\$0.00
<b>POWER CABLE AND INFRASTRUCTURE:</b>				
353	Power Cable and Infrastructure:			
354	2-100 Amp Feeds	S8GC4	\$31.86	\$23,552.51
355	2-200 Amp Feeds	S8GC5	\$121.67	\$85,590.47
356	2-300 Amp Feeds	S8GC6	\$289.92	\$182,686.53
357	2-400 Amp Feeds	S8GC7	\$476.56	\$327,877.21
<b>AC SERVICE:</b>				
358	Extension of 100 Amp AC Service (Opt.)	TBD	ICB	ICB
359	Power Supply AC per DC Amps Ordered	TBD	\$2.65	\$0.00
360	DC POWER AMPERAGE CHARGE	S8GCR	\$13.50	\$0.00
<b>FIBER CABLE PLACEMENT</b>				
361	Fiber Installation	S8GDF	\$43.66	\$2,643.56
362	Interface Fiber Racking	TBD	\$6.16	\$0.00
363	CABLE RACK	TBD	ICB	ICB
364	DC Power Cable Rack	TBD	ICB	ICB
365	Fiber Cable Rack	TBD	ICB	ICB
366	Interconnection Arrangement (Copper) Racking	TBD	ICB	ICB
367	CONDUIT PLACEMENT	TBD	ICB	ICB
368	DC Power Cable Rack	TBD	ICB	ICB
369	Fiber Cable Rack	TBD	ICB	ICB
370	Interconnection Arrangement (Copper) Racking	TBD	ICB	ICB
<b>INTERCONNECTION COSTS:</b>				
371	ILEC TO WSP CONNECTION	S8GEC	\$9.24	\$2,783.94
372	Voice Grade Arrangement - DSX	S8GDT	\$67.24	\$7,594.35
373	DS1 Arrangement - DSX	TBD	ICB	ICB
374	DS3 Arrangement - DSX	S8GEH	\$28.30	\$1,427.84
375	Fiber Arrangement			
376				
<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>382 ADJACENT OFF-SITE</b>				
<b>PLANNING</b>				
383	Planning	TBD	ICB	ICB
384	Conduit Space	TBD	ICB	ICB
385	CONDUIT	TBD	ICB	ICB
386	Interconnection Costs:			
387	ILEC TO WSP CONNECTION	TBD	ICB	ICB
388	Voice Grade/DSO Arrangement			
389	DS1 Arrangement - DSX	TBD	ICB	ICB
390	DS1 Arrangement - MDF	TBD	ICB	ICB
391	DS1 Arrangement - DSX	TBD	ICB	ICB
392	Fiber Arrangement	TBD	ICB	ICB
393		TBD	ICB	ICB
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>ADJACENT OFF-SITE</b>				
<b>PLANNING</b>				
394	Planning	TBD	ICB	ICB
395	Conduit Space	TBD	ICB	ICB
396	CONDUIT	TBD	ICB	ICB
397	Interconnection Costs:			
398	ILEC TO WSP CONNECTION	TBD	ICB	ICB
399	Voice Grade/DSO Arrangement			
400	DS1 Arrangement - DSX	TBD	ICB	ICB
401	DS1 Arrangement - MDF	TBD	ICB	ICB
402	DS1 Arrangement - DSX	TBD	ICB	ICB
403	DS1 Arrangement - MDF	TBD	ICB	ICB
404	Fiber Arrangement	TBD	ICB	ICB
405		TBD	ICB	ICB

SEC-13/STATE  
COLLOCATION RATE SUMMARY  
February 28, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1				
406	RATES AND CHARGES FOR			
407	COMPLETE SPACE DISCONTINUANCE			
408	Application Fee	NRFY1	TBD	TBD
409	Project Management Fee - Complete Space Discontinuance	NRFY2	TBD	TBD
410	Remove Fiber Jumper	NRFY3	TBD	TBD
411	Remove Fiber Cables	NRFY4	TBD	TBD
412	Remove VFDSD Cable	NRFY5	TBD	TBD
413	Remove DS1 Cable	NRFY6	TBD	TBD
414	Remove DS3 Cable (Coax)	NRFY7	TBD	TBD
415	Remove Timing Cable	NRFY8	TBD	TBD
416	Remove Power Cable-50AMP feed & below	NRFY9	TBD	TBD
417	Remove Power Cable-100AMP feed & above	NRFY9	TBD	TBD
418	Remove Cable Grounding Material	NRFY9	TBD	TBD
419	Remove Fiber Entrance Cable	NRFY9	TBD	TBD
420	Infrastructure Maps & Records	NRFY9	TBD	TBD
421	Engineering Work Order	NRFY9	TBD	TBD
422	Work Group Information Distribution	NRFY9	TBD	TBD
423	Restore Floor Tile - per Standard Bay	NRFY9	TBD	TBD
424	Floor Restoration Contractor Trip Charge	NRFY9	TBD	TBD
425	Restore Floor Tile	NRFY9	TBD	TBD
426		NRFY9	TBD	TBD
427	RATES AND CHARGES FOR			
428	SPACE REASSIGNMENT/RESCENCING			
429	Application Fee	NRFYK	TBD	TBD
430	Project Management Fee - Space Reassignment	NRFYK	TBD	TBD
431	Rescind DS0/DSL Block	NRFYK	TBD	TBD
432	Rescind DS1 Block	NRFYK	TBD	TBD
433	Rescind DS3 Coax Cable	NRFYK	TBD	TBD
434	Rescind Fiber Jumper Block	NRFYK	TBD	TBD
435	Rescind Fiber Jumper Block	NRFYK	TBD	TBD
436	Rescind Power and tag cables	NRFYK	TBD	TBD
437	Rescind Timing Source and tag cable	NRFYK	TBD	TBD
438	Timing Record Book Update	NRFYK	TBD	TBD
439	Interconnection Records Update	NRFYK	TBD	TBD
440	Power Records Update	NRFYK	TBD	TBD
441	Vendor Engineering	NRFYK	TBD	TBD
442	Vendor Engineering	NRFYK	TBD	TBD
443		NRFYK	TBD	TBD
444	RATES AND CHARGES FOR			
445	POWER REDUCTION (CABLE REMOVAL)			
446	Application Fee	NRFYK	TBD	TBD
447	Project Management Fee - Power Reduction(cable removal)	NRFYK	TBD	TBD
448	Remove Power Cable-50AMP feed & below	NRFYK	TBD	TBD
449	Remove Power Cable-100AMP feed & above	NRFYK	TBD	TBD
450		NRFYK	TBD	TBD
451	RATES AND CHARGES FOR			
452	POWER REDUCTION (REFUSING ONLY)			
453	Application Fee	NRFYK	TBD	TBD
454	Project Management Fee - Power Refusing Only	NRFYK	TBD	TBD
455	Project Management Fee - Power Refusing Only	NRFYK	TBD	TBD
456	Power Fuse Reductions on Company BDFB	NRFYK	TBD	TBD
457	Restricl Power and tag cables	NRFYK	TBD	TBD
458	Power Records Update	NRFYK	TBD	TBD
459	Vendor Engineering	NRFYK	TBD	TBD
460	Power Fuse Reductions on Power Board	NRFYK	TBD	TBD
461	Restricl Power and tag cables	NRFYK	TBD	TBD
462	Power Records Update	NRFYK	TBD	TBD
463	Vendor Engineering	NRFYK	TBD	TBD
464		NRFYK	TBD	TBD
465	RATES AND CHARGES FOR			
466	INTERCONNECTION TERMINATION REDUCTION			
467	Application Fee	NRFYD	TBD	TBD
468	Project Management Fee - Interconnection Cable Reduction	NRFYD	TBD	TBD
469	Remove VFDSD Cable	NRFYD	TBD	TBD
470	Remove DS1 Cable	NRFYD	TBD	TBD
471	Remove DS3 Cable (Coax)	NRFYD	TBD	TBD
472	Remove Fiber Cables	NRFYD	TBD	TBD
473	Remove Fiber Jumpers	NRFYD	TBD	TBD
474		NRFYD	TBD	TBD

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

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company<sup>1</sup> d/b/a AT&T Michigan ("AT&T Michigan") and New Par d/b/a Verizon Wireless ("CARRIER") is hereby amended as follows:

(1) Replace existing Appendix Wireless Physical Collocation with attached Appendix Wireless Physical Collocation, which is attached hereto and incorporated herein by this reference.

(2) Replace existing Collocation Rate Schedule with attached 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 Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

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

New Par d/b/a Verizon Wireless by Verizon Wireless  
(VAW) LLC, its General Partner

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

Muskegon Cellular  
Partnership d/b/a Verizon Wireless by Verizon  
Wireless (VAW) LLC, its General Partner

By: Beth Ann Drohan

Printed: BETH ANN DROHAN

Title: AREA VICE PRESIDENT - NETWORK  
(Print or Type)

Date: 2/21/08

By: Eddie A. Reed, Jr.

Printed: EDDIE A. REED, JR.

Title: DIRECTOR - INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 3-18-08



# 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 ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (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 untenable 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 untenable 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.

8.1.5.1.1 A 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 DEMARCATION 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 inner-ducts 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 a 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 a 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 exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

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 a 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.

**ATT-13STATE**  
**COLLOCATION RATE SUMMARY**  
February 28, 2005

**13-STATE/NEW PAR AND MUSKEGON CELLULAR**  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
2	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
3	<b>REAL ESTATE</b>				
4	Site Conditioning	Per Sq. Ft. of space used by WSP	<b>S8FWB</b>	\$0.29	\$117.32
5	Safety & Security	Per Sq. Ft. of space used by WSP	<b>S8F4N</b>	\$0.30	\$118.19
6	Floor Space Usage	Per Sq. Ft. of space used by WSP	<b>S8F4L</b>	\$22.10	\$0.00
7	<b>COMMON SYSTEMS</b>				
8	Common Systems - Cage	Per Sq. Ft. of space used by WSP	<b>S8F4A</b>	\$0.36	\$244.96
9	<b>PLANNING</b>				
10	Planning - Central Office	Per Sq. Ft. of space used by WSP	<b>NRFCJ</b>	\$0.00	\$16.08
11	Planning	Per Request	<b>NRFCF</b>	\$0.00	\$8,083.33
12	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$4,945.13
13	Planning - Subsequent Power Cabling	Per Request	<b>NRFCG</b>	\$0.00	\$6,798.44
14	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$6,942.31
15	<b>POWER PROVISIONING</b>				
16	<b>Power Panel:</b>				
17	50 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
18	200 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
19	<b>Power Cable and Infrastructure:</b>				
20	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	<b>C1F31</b>	\$19.13	\$618.90
21	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	<b>S8GF1</b>	\$19.13	\$618.90
22	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	<b>C1F32</b>	\$19.13	\$618.90
23	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	<b>C1F33</b>	\$19.13	\$618.90
24	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	<b>S8GF2</b>	\$19.13	\$618.90
25	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	<b>S8GF3</b>	\$19.13	\$618.90
26	<b>Equipment Grounding:</b>				
27	Ground Cable Placement	Per Sq. Ft. of space used by WSP	<b>S8FCR</b>	\$0.63	\$427.91
28	<b>DC POWER AMPERAGE CHARGE</b>				
29	HVAC	Per 10 Amps	<b>S8GCS</b>	\$13.50	\$0.00
30	Per Amp	Per Amp	<b>S8GCT</b>	\$13.36	\$0.00
31	Per Amp	Per Amp	<b>TBD</b>	\$11.23	\$0.00
32	<b>FIBER CABLE PLACEMENT</b>				
33	<b>Central Office:</b>				
34	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	<b>S8FQ9</b>	\$43.66	\$2,643.58
35	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$6.16	\$0.00
36	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
37	<b>MISCELLANEOUS COSTS</b>				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$1.58	\$537.18
39	Bits Timing	Per two circuits	<b>S8FQT</b>	\$0.64	\$0.00
40	Space Availability Report	Per Premise	<b>NRFCQ</b>	\$0.00	\$287.74
41	Security Access / ID Cards	Per Card	<b>NRFCM</b>	\$0.00	\$14.64
42	<b>CAGE COMMON COSTS</b>				
43	AC Circuit Placement	Per Sq. Ft. (WSP provides cage)	<b>NRL6O</b>	\$0.37	\$246.64
44	<b>INTERCONNECTION COSTS:</b>				
45	<b>ILEC TO WSP CONNECTION</b>				
46	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	<b>S8F48</b>	\$5.41	\$936.04
47	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	<b>S8FWU</b>	\$5.41	\$936.04
48	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	<b>S8F46</b>	\$16.75	\$812.62
49	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	<b>S8FQN</b>	\$8.11	\$766.07
50	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	<b>S8FQR</b>	\$5.89	\$737.14
51	<b>WSP TO WSP CONNECTION</b>				
52	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.00	\$641.54
53	Cable Racking and Hole for DS1	Per Cable	<b>S8GFE</b>	\$0.00	\$641.54
54	Cable Racking and Hole for DS3	Per Cable	<b>S8GFE</b>	\$0.00	\$641.54
55	Connection for DS1	Per 28 Circuits (WSP provides cable)	<b>S8GFH</b>	\$6.06	\$0.00
56	Connection for DS3	Per Circuit (WSP provides cable)	<b>S8GFJ</b>	\$4.10	\$0.00
57	Connection for Optical	Per Cable (WSP provides cable)	<b>S8GFK</b>	\$3.95	\$0.00

ATT-13STATE  
COLLOCATION RATE SUMMARY  
February 28, 2005

13-STATE/NEW PAR AND MUSKEGON CELLULAR  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
58	<b>TIME SENSITIVE ACTIVITIES</b>				
59	<b>PRE-VISITS</b>				
60	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
61	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
62	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$23.98
63	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
64	<b>CONSTRUCTION VISITS</b>				
65	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
66	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98



ATT-13STATE  
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13-STATE/NEW PAR AND MUSKEGON CELLULAR  
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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
67					
68	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
69	<b>REAL ESTATE</b>				
70	Site Conditioning	Per Sq. Ft. of space used by WSP	<b>S8GCE</b>	\$0.29	\$117.32
71	Safety & Security	Per Sq. Ft. of space used by WSP	<b>S8GCF</b>	\$0.30	\$118.19
72	Floor Space Usage	Per Sq. Ft. of space used by WSP	<b>S8GCD</b>	\$22.10	\$0.00
73	<b>COMMON SYSTEMS</b>				
74	Common Systems - Cage	Per Sq. Ft. of space used by WSP	<b>S8GCG</b>	\$0.36	\$244.96
75	<b>PLANNING</b>				
76	Planning - Central Office	Per Sq. Ft. of space used by WSP	<b>NRFCJ</b>	\$0.00	\$16.08
77	Planning	Per Request	<b>NRFCF</b>	\$0.00	\$8,083.33
78	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$4,945.13
79	Planning - Subsequent Power Cabling	Per Request	<b>NRFCG</b>	\$0.00	\$6,798.44
80	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCH</b>	\$0.00	\$6,942.31
81	<b>POWER PROVISIONING</b>				
82	<b>Power Panel:</b>				
83	200 Amp	Per Power Panel	<b>S8GC9</b>	\$0.00	\$1,451.56
84	<b>Power Cable and Infrastructure:</b>				
85	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	<b>C1F3A</b>	\$22.56	\$2,935.58
86	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	<b>S8GCU</b>	\$22.56	\$2,935.58
87	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	<b>C1F3B</b>	\$22.56	\$2,935.58
88	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	<b>C1F3C</b>	\$26.09	\$5,313.34
89	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	<b>S8GCV</b>	\$26.09	\$5,313.34
90	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GCW</b>	\$54.16	\$24,245.49
91	<b>Equipment Grounding:</b>				
92	Ground Cable Placement	Per Sq. Ft. of space used by WSP	<b>S8GDA</b>	\$0.63	\$427.91
93	<b>DC POWER AMPERAGE CHARGE</b>				
94	HVAC	Per 10 Amps	<b>S8GCS</b>	\$13.50	\$0.00
95	Per Amp	Per Amp	<b>S8GCT</b>	\$13.36	\$0.00
96	<b>FIBER CABLE PLACEMENT</b>				
97	<b>Central Office:</b>				
98	Fiber Cable	Per Fiber Cable Sheath	<b>S8GDE</b>	\$43.66	\$2,543.48
99	Entrance Conduit to Vault	Per Fiber Cable Sheath	<b>S8GDD</b>	\$6.16	\$0.00
100	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
101	<b>MISCELLANEOUS COSTS</b>				
102	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8GEK</b>	\$1.58	\$537.18
103	Bits Timing	Per two circuits	<b>S8GEJ</b>	\$0.64	\$0.00
104	Space Availability Report	Per Premise	<b>NRFCQ</b>	\$0.00	\$287.74
105	Security Access / ID Cards	Per Card	<b>NRFCM</b>	\$0.00	\$14.64
106	<b>CAGE COMMON COSTS</b>				
107	Cage Preparation	Per Sq. Ft. of space used by WSP	<b>S8GCH</b>	\$0.37	\$246.64
108	<b>INTERCONNECTION COSTS:</b>				
109	<b>ILEC TO WSP CONNECTION</b>				
110	Voice Grade Arrangement	100 Copper Pairs	<b>S8GD4</b>	\$7.67	\$2,731.94
111	Voice Grade Arrangement	100 Shielded Pairs	<b>S8GD5</b>	\$7.67	\$2,731.94
112	DS1 Arrangement - DSX	28 DS1	<b>S8GDP</b>	\$18.48	\$2,311.36
113	DS3 Arrangement - DSX	1 DS3	<b>S8GDZ</b>	\$9.03	\$1,752.15
114	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	<b>S8GED</b>	\$7.10	\$3,940.16
115	<b>WSP TO WSP CONNECTION</b>				
116	Cable Racking and Hole for Optical	Per Cable	<b>S8FY7</b>	\$0.00	\$1,974.55
117	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.00	\$2,126.64
118	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.00	\$1,506.06
119	Connection for DS1	Per 28 Circuits	<b>S8GFC</b>	\$9.86	\$0.00
120	Connection for DS3	Per Circuit	<b>S8GFD</b>	\$6.02	\$0.00
121	Connection for Optical (Fiber)	Per Cable	<b>S8GFB</b>	\$6.07	\$0.00
122	<b>TIME SENSITIVE ACTIVITIES</b>				

ATT-13STATE  
COLLOCATION RATE SUMMARY  
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13-STATE/NEW PAR AND MUSKEGON CELLULAR  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
123	<b>PRE-VISITS</b>				
124	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
125	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
126	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$23.98
127	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
128	<b>CONSTRUCTION VISITS</b>				
129	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
130	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
131					

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COLLOCATION RATE SUMMARY  
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13-STATE/NEW PAR AND MUSKEGON CELLULAR  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
132	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>				
133	<b>REAL ESTATE</b>				
134	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	<b>S8FWC</b>	\$0.29	\$117.32
135	Safety & Security	Per Frame (Standard Bay=10 sq ft)	<b>S8FWG</b>	\$0.30	\$118.19
136	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	<b>S8F9C</b>	\$22.10	\$0.00
137	<b>COMMON SYSTEMS</b>				
138	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	<b>S8FWE</b>	\$1.02	\$687.14
139	<b>PLANNING</b>				
140	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	<b>NRFCJ</b>	\$0.00	\$16.08
141	Planning	Per Request	<b>NRFCF</b>	\$0.00	\$8,083.33
142	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$4,945.13
143	Planning - Subsequent Power Cabling	Per Request	<b>NRFCG</b>	\$0.00	\$6,798.44
144	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCH</b>	\$0.00	\$6,942.31
145	<b>POWER PROVISIONING</b>				
146	<b>Power Panel:</b>				
147	50 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
148	200 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
149	<b>Power Cable and Infrastructure:</b>				
150	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	<b>C1F34</b>	\$19.13	\$618.90
151	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	<b>S8GF1</b>	\$19.13	\$618.90
152	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	<b>C1F35</b>	\$19.13	\$618.90
153	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	<b>C1F36</b>	\$19.13	\$618.90
154	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	<b>S8GF2</b>	\$19.13	\$618.90
155	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	<b>S8GF3</b>	\$19.13	\$618.90
156	<b>Equipment Grounding:</b>				
157	Ground Cable Placement	Per Frame	<b>S8GDB</b>	\$0.63	\$427.42
158	<b>DC POWER AMPERAGE CHARGE</b>				
159	HVAC	Per 10 Amps	<b>S8GCS</b>	\$13.50	\$0.00
160	Per Amp	Per Amp	<b>S8GCT</b>	\$13.36	\$0.00
161	CEV, HUT & Cabinets	Per 2 inch mounting space	<b>TBD</b>	ICB	ICB
162	<b>FIBER CABLE PLACEMENT</b>				
163	<b>Central Office:</b>				
164	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	<b>S8FQ9</b>	\$43.66	\$2,643.58
165	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$6.16	\$0.00
166	<b>CEV, HUT &amp; Cabinets:</b>				
167	Fiber Cable Placement	Per Fiber Cable Sheath	<b>TBD</b>	ICB	ICB
168	Entrance Conduit	Per Fiber Cable Sheath	<b>TBD</b>	ICB	ICB
169	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
170	<b>MISCELLANEOUS COSTS</b>				
171	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$1.58	\$537.18
172	Bits Timing	Per two circuits	<b>S8FQT</b>	\$0.64	\$0.00
173	Space Availability Report	Per Premise	<b>NRFCQ</b>	\$0.00	\$287.74
174	Security Access / ID Cards	Per Card	<b>NRFCM</b>	\$0.00	\$14.64
175	<b>CAGELESS / POT BAY OPTIONS</b>				
176	Standard Equipment Bay	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
177	Non-Standard Cabinet Bay	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
178	VF/DS0 Termination Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
179	VF/DS0 Termination Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
180	DDP-1 Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
181	DDP-1 Jack Access Card	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
182	DS3/STS-1 Interconnect Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
183	DS3 Interconnect Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
184	Fiber Optic Splitter Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
185	Fiber Termination Dual Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
186	<b>CEV, HUT, CABINET</b>				

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
187	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
188	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
189	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
190	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
191	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
192	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
193	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
194	<b>INTERCONNECTION COSTS:</b>				
195	<b>ILEC TO WSP CONNECTION</b>				
196	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3E	\$5.41	\$936.04
197	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWV	\$5.41	\$936.04
198	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2P	\$13.44	\$812.62
199	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	S8F25	\$8.11	\$766.07
200	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F49	\$5.89	\$737.14

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
201	<b>WSP TO WSP CONNECTION</b>				
202	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.00	\$641.54
203	Cable Racking and Hole for DS1	Per Cable	S8GFE	\$0.00	\$641.54
204	Cable Racking and Hole for DS3	Per Cable	S8GFE	\$0.00	\$641.54
205	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFL	\$6.06	\$0.00
206	Connection for DS3	Per Circuit (WSP provides cable)	S8GFM	\$4.10	\$0.00
207	Connection for Optical	Per Cable (WSP provides cable)	S8GFN	\$3.95	\$0.00
208	<b>PROJECT MANAGEMENT</b>				
209	<b>CEV, HUT &amp; CABINET</b>				
210	Project Coordination	Per WSP Application	TBD	ICB	ICB
211	<b>TIME SENSITIVE ACTIVITIES</b>				
212	<b>PRE-VISITS</b>				
213	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
214	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
215	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$23.98
216	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
217	<b>CONSTRUCTION VISITS</b>				
218	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
219	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
220					
221	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>				
222	<b>REAL ESTATE</b>				
223	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.29	\$117.32
224	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN	\$0.30	\$118.19
225	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$22.10	\$0.00
226	<b>COMMON SYSTEMS</b>				
227	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$1.02	\$687.14
228	<b>PLANNING</b>				
229	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
230	Planning	Per Request	NRFCF	\$0.00	\$8,083.33
231	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
232	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
233	Planning - Subs. Inter./Power Cabling	Per Request	NRFCF	\$0.00	\$6,942.31
234	<b>POWER PROVISIONING</b>				
235	<b>Power Panel:</b>				
236	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,451.56
237	<b>Power Cable and Infrastructure:</b>				
238	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$22.56	\$2,935.58
239	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$22.56	\$2,935.58
240	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$22.56	\$2,935.58
241	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$26.09	\$5,313.34
242	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$26.09	\$5,313.34
243	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$53.95	\$24,245.49
244	<b>Equipment Grounding:</b>				
245	Ground Cable Placement	Per Frame	S8GDB	\$0.63	\$427.42
246	<b>DC POWER AMPERAGE CHARGE</b>				
247	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
248	Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
249	Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
250	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
251	<b>FIBER CABLE PLACEMENT</b>				
252	<b>Central Office:</b>				
253	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,643.58
254	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
255	<b>CEV, HUT &amp; Cabinets:</b>				

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
256	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
257	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
258	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
259	<b>MISCELLANEOUS COSTS</b>				
260	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
261	Bits Timing	Per two circuits	S8GEJ	\$0.64	\$0.00
262	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
263	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
264	<b>CAGELESS / POT BAY OPTIONS</b>				
265	Standard Equipment Bay	Each	NRFCO	\$0.00	\$1,515.64
266	Non-Standard Cabinet Bay	Each	NRFCP	\$0.00	\$1,661.98
267	VF/DS0 Termination Panel/Module	Each	TBD	ICB	ICB
268	DDP-1 Panel/Jack Access Card	Each	TBD	ICB	ICB
269	DS3/STS-1 Interconnect Panel	Each	TBD	ICB	ICB
270	DS3 Interconnect Module	Each	TBD	ICB	ICB
271	Fiber Optic Splitter Panel	Each	TBD	ICB	ICB
272	Fiber Termination Dual Module	Each	TBD	ICB	ICB

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
273	<b>CEV, HUT, CABINET</b>				
274	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
275	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
276	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
277	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
278	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
279	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
280	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
281	<b>INTERCONNECTION COSTS:</b>				
282	<b>ILEC TO WSP CONNECTION</b>				
283	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$7.67	\$2,731.94
284	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$7.67	\$2,731.94
285	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$15.18	\$2,311.36
286	DS3 Arrangement - DSX	1 DS3	S8GD1	\$9.03	\$1,752.15
287	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.10	\$3,940.16
288	<b>WSP TO WSP CONNECTION</b>				
289	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.00	\$1,974.55
290	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.00	\$2,126.64
291	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.00	\$1,506.06
292	Connection for DS1	Per 28 Circuits	S8GFC	\$9.86	\$0.00
293	Connection for DS3	Per Circuit	S8GFD	\$6.02	\$0.00
294	Connection for Optical (Fiber)	Per Cable	S8GFB	\$6.07	\$0.00
295	<b>PROJECT MANAGEMENT</b>				
296	<b>CEV, HUT &amp; CABINET</b>				
297	Project Coordination	Per WSP Application	TBD	ICB	ICB
298	<b>TIME SENSITIVE ACTIVITIES</b>				
299	<b>PRE-VISITS</b>				
300	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
301	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
302	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$23.98
303	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
304	<b>CONSTRUCTION VISITS</b>				
305	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
306	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
307					
308	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b>				
309	<b>PLANNING</b>				
310	Planning	Per Request	NRFA1	\$0.00	\$9,243.72
311	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,614.37
312	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.95
313	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,893.11
314	<b>REAL ESTATE</b>				
315	Land Rental	Per Square Foot	S8GEN	\$0.20	\$0.00
316	<b>POWER PROVISIONING</b>				
317	<b>Power Cable and Infrastructure:</b>				
318	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
319	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
320	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
321	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
322	<b>AC Service:</b>				
323	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW	ICB	ICB
324	Power Supply AC per DC Amps Ordered		TBD	\$3.23	\$0.00

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
325	<b>DC POWER AMPERAGE CHARGE</b>				
326	Per Amp	Per Amp	TBD	\$10.12	\$0.00
327	<b>FIBER CABLE PLACEMENT</b>				
328	Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8GF4	\$53.26	\$2,643.58
329	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$7.51	\$0.00
330	<b>CABLE RACK</b>				
331	DC Power Cable Rack	Per Rack	TBD	\$0.02	\$0.00
332	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
333	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
334	<b>CONDUIT PLACEMENT</b>				
335	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
336	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
337	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
338	<b>INTERCONNECTION COSTS:</b>				
339	<b>ILEC TO WSP CONNECTION</b>				
340	Voice Grade Arrangement	100 Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
341	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2R	\$14.09	\$2,134.55
342	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	TBD	ICB	ICB
343	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F3N	\$5.53	\$663.22
344	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b>				
345	<b>PLANNING</b>				
346	Planning	Per Request	NRFA1	\$0.00	\$9,243.72
347	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,614.37
348	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.95
349	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,893.11
350	<b>REAL ESTATE</b>				
351	Land Rental	Per Square Foot	TBD	\$0.17	\$0.00
352	<b>POWER PROVISIONING</b>				
353	<b>Power Cable and Infrastructure:</b>				
354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$31.86	\$23,552.51
355	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$121.67	\$85,590.47
356	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$269.92	\$182,688.53
357	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$476.56	\$327,877.21
358	<b>AC Service:</b>				
359	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
360	Power Supply AC per DC Amps Ordered		TBD	\$2.65	\$0.00
361	<b>DC POWER AMPERAGE CHARGE</b>				
362	Per Amp	Per Amp	S8GCR	\$13.50	\$0.00
363	<b>FIBER CABLE PLACEMENT</b>				
364	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$43.66	\$2,643.58
365	Entrance Fiber Racking	Per Rack/Conduit Duct	TBD	\$6.16	\$0.00
366	<b>CABLE RACK</b>				
367	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
368	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
369	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
370	<b>CONDUIT PLACEMENT</b>				
371	DC Power Cable Rack	Per 2-Duct	TBD	ICB	ICB
372	Fiber Cable Rack	Per 1-Duct	TBD	ICB	ICB
373	Interconnection Arrangement (Copper) Racking	Per 2-Duct	TBD	ICB	ICB
374	<b>INTERCONNECTION COSTS:</b>				
375	<b>ILEC TO WSP CONNECTION</b>				
376	Voice Grade Arrangement	100 Pairs	S8GEC	\$9.24	\$2,793.95
377	DS1 Arrangement - DSX	28 DS1	S8GDT	\$67.24	\$7,594.35
378	DS3 Arrangement - DSX	1 DS3	TBD	ICB	ICB
379					



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1	<b>Product Type</b>	<b>Rate Element Description</b>	<b>USOC</b>	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
380	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	<b>S8GEH</b>	\$28.30	\$1,427.84
381					

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>				
382	<b>PLANNING</b>				
384	Planning	Per Request	TBD	ICB	ICB
385	<b>CONDUIT</b>				
386	Conduit Space	Per Innerduct	TBD	ICB	ICB
387	<b>INTERCONNECTION COSTS:</b>				
388	<b>ILEC TO WSP CONNECTION</b>				
389	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
390	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
391	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
392	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
393					
	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>				
394	<b>PLANNING</b>				
396	Planning	Per Request	TBD	ICB	ICB
397	<b>CONDUIT</b>				
398	Conduit Space	Per Innerduct	TBD	ICB	ICB
399	<b>INTERCONNECTION COSTS:</b>				
400	<b>ILEC TO WSP CONNECTION</b>				
401	Voice Grade/DS0 Arrangement	900 DS0	TBD	ICB	ICB
402	DS1 Arrangement - DSX	28 DS1	TBD	ICB	ICB
403	DS1 Arrangement - MDF	450 DS1	TBD	ICB	ICB
404	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	TBD	ICB	ICB
405					
406	<b>RATES AND CHARGES FOR</b>				
407	<b>COMPLETE SPACE DISCONTINUANCE</b>				
408	Application Fee	Per Request	NRFX1	TBD	TBD
409	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2	TBD	TBD
410	Remove Fiber Jumpers	Per linear foot	NRFX3	TBD	TBD
411	Remove Fiber Cables	Per linear foot	NRFX4	TBD	TBD
412	Remove VF/DS0 Cable	Per linear foot	NRFX5	TBD	TBD
413	Remove DS1 Cable	Per linear foot	NRFX6	TBD	TBD
414	Remove DS3 Cable (Coax)	Per linear foot	NRFX7	TBD	TBD
415	Remove Timing Cable	Per Request	NRFX8	TBD	TBD
416	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9	TBD	TBD
417	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA	TBD	TBD
418	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB	TBD	TBD
419	Remove Fiber Entrance Cable	Per cable removal job	NRFXC	TBD	TBD
420	Infrastructure Maps & Records	Per cable removal job	NRFXD	TBD	TBD
421	Engineering Work Order	Per cable removal job	NRFXE	TBD	TBD
422	Work Group Information Distribution	Per cable removal job	NRFXF	TBD	TBD
423	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG	TBD	TBD
424	Floor Restoration Contractor Trip Charge	Per trip	NRFXH	TBD	TBD
425	Restore Floor Tile	Per Non-Standard Bay	NRFXJ	TBD	TBD
426					
427	<b>RATES AND CHARGES FOR</b>				
428	<b>SPACE REASSIGNMENT/RESTENCILING</b>				
429	Application Fee	Per Request	NRFXK	TBD	TBD
430	Project Management Fee – Space Reassignment	Per Request	NRFXL	TBD	TBD
431	Restencil DS0/DSL Block	Per 100 pair block	NRFXM	TBD	TBD

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
432	Restencil DS1 Block	Per 28 DS1s	NRFXN	TBD	TBD
433	Restencil DS3 Coax Cable	Per cable	NRFXO	TBD	TBD
434	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP	TBD	TBD
435	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ	TBD	TBD
436	Restencil Power and tag cables	Per 1-4 feeds	NRFXR	TBD	TBD
437	Restencil Timing Source and tag cable	Per cable	NRFXS	TBD	TBD
438	Timing Record Book Update	Per element	NRFXT	TBD	TBD
439	Interconnection Records Update	Per element	NRFXU	TBD	TBD
440	Power Records Update	Per element	NRFXV	TBD	TBD
441					
442	Vendor Engineering	Per Space Reassignment job	NRFXW	TBD	TBD
443					
444	<b>RATES AND CHARGES FOR</b>				
445	<b>POWER REDUCTION (CABLE REMOVAL)</b>				
446	Application Fee	Per Request	NRFXX	TBD	TBD
447	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY	TBD	TBD
448	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ	TBD	TBD
449	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1	TBD	TBD
450					
451	<b>RATES AND CHARGES FOR</b>				
452	<b>POWER REDUCTION (REFUSING ONLY)</b>				
453	Application Fee	Per Request	NRFY2	TBD	TBD
454	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3	TBD	TBD
455	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4	TBD	TBD
456	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5	TBD	TBD
457	Restencil Power and tag cables	Per 1-4 feeds	NRFY6	TBD	TBD
458	Power Records Update	Per element	NRFY7	TBD	TBD
459	Vendor Engineering	Per Space Reassignment job	NRFY8	TBD	TBD
460	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9	TBD	TBD
461	Restencil Power and tag cables	Per 1-4 feeds	NRFYA	TBD	TBD
462	Power Records Update	Per element	NRFYB	TBD	TBD
463	Vendor Engineering	Per Space Reassignment job	NRFYC	TBD	TBD
464					
465	<b>RATES AND CHARGES FOR</b>				
466	<b>INTERCONNECTION TERMINATION REDUCTION</b>				
467	Application Fee	Per Request	NRFYD	TBD	TBD
468	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE	TBD	TBD
469	Remove VF/DS0 Cable	Per linear foot	NRFYF	TBD	TBD
470	Remove DS1 Cable	Per linear foot	NRFYG	TBD	TBD
471	Remove DS3 Cable (Coax)	Per linear foot	NRFYH	TBD	TBD
472	Remove Fiber Cables	Per linear foot	NRFYJ	TBD	TBD
473	Remove Fiber Jumpers	Per linear foot	NRFYK	TBD	TBD
474					

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN  
AND  
NEW PAR D/B/A VERIZON WIRELESS**

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company<sup>1</sup> d/b/a AT&T Michigan and New Par d/b/a Verizon Wireless ("CARRIER") is hereby amended as follows:

- (1) The Parties agree to delete the current Collocation Rate Summary and replace it with the new Collocation Rate Summary as attached to this amendment.
- (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 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 Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

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

New Par d/b/a VerizonWireless by Verizon Wireless  
(VAW), its General Partner

Muskegon Cellular Partnership d/b/a Verizon  
Wireless (VAW) LLC, its General Partner

By: Beth Ann Drohan

Printed: Beth Ann Drohan

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

Date: 6/23/08

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

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 7-10-08

ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
2	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
3	<b>REAL ESTATE</b>				
4	Site Conditioning	Per Sq. Ft. of space used by WSP	<b>S8FWB</b>	\$0.29	\$117.32
5	Safety & Security	Per Sq. Ft. of space used by WSP	<b>S8F4N</b>	\$0.30	\$118.19
6	Floor Space Usage	Per Sq. Ft. of space used by WSP	<b>S8F4L</b>	\$22.10	\$0.00
7	<b>COMMON SYSTEMS</b>				
8	Common Systems - Cage	Per Sq. Ft. of space used by WSP	<b>S8F4A</b>	\$0.36	\$244.96
9	<b>PLANNING</b>				
10	Planning - Central Office	Per Sq. Ft. of space used by WSP	<b>NRFCJ</b>	\$0.00	\$16.08
11	Planning	Per Request	<b>NRFCF</b>	\$0.00	\$8,083.33
12	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$4,945.13
13	Planning - Subsequent Power Cabling	Per Request	<b>NRFCG</b>	\$0.00	\$6,798.44
14	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCH</b>	\$0.00	\$6,942.31
15	<b>POWER PROVISIONING</b>				
16	<b>Power Panel:</b>				
17	50 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
18	200 Amp	Per Power Panel (WSP Provided)	<b>NONE</b>	\$0.00	\$0.00
19	<b>Power Cable and Infrastructure:</b>				
20	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	<b>C1F31</b>	\$19.13	\$618.90
21	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	<b>S8GF1</b>	\$19.13	\$618.90
22	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	<b>C1F32</b>	\$19.13	\$618.90
23	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	<b>C1F33</b>	\$19.13	\$618.90
24	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	<b>S8GF2</b>	\$19.13	\$618.90
25	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	<b>S8GF3</b>	\$19.13	\$618.90
26	<b>Equipment Grounding:</b>				
27	Ground Cable Placement	Per Sq. Ft. of space used by WSP	<b>S8FCR</b>	\$0.63	\$427.91
28	<b>DC POWER AMPERAGE CHARGE</b>				
29	HVAC	Per 10 Amps	<b>S8GCS</b>	\$13.50	\$0.00
30	Per Amp	Per Amp 100 AMPS and below	<b>S8GCT</b>	\$13.36	\$0.00
31	Per Amp	Per Amp 200 AMPS and ABV	<b>TBD</b>	\$11.23	\$0.00
32	<b>FIBER CABLE PLACEMENT</b>				
33	<b>Central Office:</b>				
34	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	<b>S8FQ9</b>	\$43.66	\$2,643.58
35	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$6.16	\$0.00
36	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
37	<b>MISCELLANEOUS COSTS</b>				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$1.58	\$537.18
39	Bits Timing	Per two circuits	<b>S8FQT</b>	\$0.64	\$0.00
40	Space Availability Report	Per Premise	<b>NRFCQ</b>	\$0.00	\$287.74
41	Security Access / ID Cards	Per Card	<b>NRFCM</b>	\$0.00	\$14.64
42	<b>CAGE COMMON COSTS</b>				
43	AC Circuit Placement	Per Sq. Ft. (WSP provides cage)	<b>NRL60</b>	\$0.37	\$246.64

ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
44	<b>INTERCONNECTION COSTS:</b>				
45	<b>ILEC TO WSP CONNECTION</b>				
46	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	<b>S8F48</b>	\$5.41	\$936.04
47	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	<b>S8FWU</b>	\$5.41	\$936.04
48	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	<b>S8F46</b>	\$16.75	\$812.62
49	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	<b>S8FQN</b>	\$8.11	\$766.07
50	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	<b>S8FQR</b>	\$5.89	\$737.14
51	<b>WSP TO WSP CONNECTION</b>				
52	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$6.07	\$0.00
53	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$9.86	\$0.00
54	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$6.02	\$0.00
55	Connection for DS1	Per 28 Circuits (WSP provides cable)	<b>S8GFH</b>	\$6.06	\$641.54
56	Connection for DS3	Per Circuit (WSP provides cable)	<b>S8GFJ</b>	\$4.10	\$641.54
57	Connection for Optical	Per Cable (WSP provides cable)	<b>S8GFK</b>	\$3.95	\$641.54
58	<b>TIME SENSITIVE ACTIVITIES</b>				
59	<b>PRE-VISITS</b>				
60	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>	\$0.00	\$23.98
61	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCS</b>	\$0.00	\$23.98
62	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCT</b>	\$0.00	\$23.98
63	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCU</b>	\$0.00	\$23.98
64	<b>CONSTRUCTION VISITS</b>				
65	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>	\$0.00	\$23.98
66	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>	\$0.00	\$23.98
67					
68	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
69	<b>REAL ESTATE</b>				
70	Site Conditioning	Per Sq. Ft. of space used by WSP	<b>S8GCE</b>	\$0.29	\$117.32
71	Safety & Security	Per Sq. Ft. of space used by WSP	<b>S8GCF</b>	\$0.30	\$118.19
72	Floor Space Usage	Per Sq. Ft. of space used by WSP	<b>S8GCD</b>	\$22.10	\$0.00
73	<b>COMMON SYSTEMS</b>				
74	Common Systems - Cage	Per Sq. Ft. of space used by WSP	<b>S8GCG</b>	\$0.36	\$244.96
75	<b>PLANNING</b>				
76	Planning - Central Office	Per Sq. Ft. of space used by WSP	<b>NRFCJ</b>	\$0.00	\$16.08
77	Planning	Per Request	<b>NRFCE</b>	\$0.00	\$8,083.33
78	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>	\$0.00	\$4,945.13
79	Planning - Subsequent Power Cabling	Per Request	<b>NRFCG</b>	\$0.00	\$6,798.44
80	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCH</b>	\$0.00	\$6,942.31
81	<b>POWER PROVISIONING</b>				
82	<b>Power Panel:</b>				
83	200 Amp	Per Power Panel	<b>S8GC9</b>	\$0.00	\$1,451.56

ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
84	<b>Power Cable and Infrastructure:</b>				
85	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$22.56	\$2,935.58
86	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$22.56	\$2,935.58
87	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$22.56	\$2,935.58
88	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$26.09	\$5,313.34
89	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$26.09	\$5,313.34
90	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$54.16	\$24,245.49
91	<b>Equipment Grounding:</b>				
92	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8GDA	\$0.63	\$427.91
93	<b>DC POWER AMPERAGE CHARGE</b>				
94	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
95	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
96	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
97	<b>FIBER CABLE PLACEMENT</b>				
98	<b>Central Office:</b>				
99	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,543.48
100	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
101	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
102	<b>MISCELLANEOUS COSTS</b>				
103	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
104	Bits Timing	Per two circuits	S8GEJ	\$0.64	\$0.00
105	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
106	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
107	<b>CAGE COMMON COSTS</b>				
108	Cage Preparation	Per Sq. Ft. of space used by WSP	S8GCH	\$0.37	\$246.64
109	<b>INTERCONNECTION COSTS:</b>				
110	<b>ILEC TO WSP CONNECTION</b>				
111	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$7.67	\$2,731.94
112	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$7.67	\$2,731.94
113	DS1 Arrangement - DSX	28 DS1	S8GDP	\$18.48	\$2,311.36
114	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$9.03	\$1,752.15
115	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$7.10	\$3,940.16
116	<b>WSP TO WSP CONNECTION</b>				
117	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$6.07	\$0.00
118	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$9.86	\$0.00
119	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$6.02	\$0.00
120	Connection for DS1	Per 28 Circuits	S8GFC	\$9.86	\$1,974.55
121	Connection for DS3	Per Circuit	S8GFD	\$6.02	\$2,126.64
122	Connection for Optical (Fiber)	Per Cable	S8GFB	\$6.07	\$1,506.06



ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
123	<b>TIME SENSITIVE ACTIVITIES</b>				
124	<b>PRE-VISITS</b>				
125	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
126	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
127	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT	\$0.00	\$23.98
128	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
129	<b>CONSTRUCTION VISITS</b>				
130	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
131	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
132					
133	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>				
134	<b>REAL ESTATE</b>				
135	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC	\$0.29	\$117.32
136	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG	\$0.30	\$118.19
137	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$22.10	\$0.00
138	<b>COMMON SYSTEMS</b>				
139	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$1.02	\$687.14
140	<b>PLANNING</b>				
141	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
142	Planning	Per Request	NRFCF	\$0.00	\$8,083.33
143	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
144	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
145	Planning - Subs. Inter./Power Cabling	Per Request	NRFCH	\$0.00	\$6,942.31
146	<b>POWER PROVISIONING</b>				
147	<b>Power Panel:</b>				
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	<b>Power Cable and Infrastructure:</b>				
151	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F34	\$19.13	\$618.90
152	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$19.13	\$618.90
153	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F35	\$19.13	\$618.90
154	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F36	\$19.13	\$618.90
155	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$618.90
156	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$618.90
157	<b>Equipment Grounding:</b>				
158	Ground Cable Placement	Per Frame	S8GDB	\$0.63	\$427.42
159	<b>DC POWER AMPERAGE CHARGE</b>				
160	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
161	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
162	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
163	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB

ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
164	<b>FIBER CABLE PLACEMENT</b>				
165	<b>Central Office:</b>				
166	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	<b>S8FQ9</b>	\$43.66	\$2,643.58
167	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$6.16	\$0.00
168	<b>CEV, HUT &amp; Cabinets:</b>				
169	Fiber Cable Placement	Per Fiber Cable Sheath	<b>TBD</b>	ICB	ICB
170	Entrance Conduit	Per Fiber Cable Sheath	<b>TBD</b>	ICB	ICB
171	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
172	<b>MISCELLANEOUS COSTS</b>				
173	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$1.58	\$537.18
174	Bits Timing	Per two circuits	<b>S8FQT</b>	\$0.64	\$0.00
175	Space Availability Report	Per Premise	<b>NRFCQ</b>	\$0.00	\$287.74
176	Security Access / ID Cards	Per Card	<b>NRFCM</b>	\$0.00	\$14.64
177	<b>CAGELESS / POT BAY OPTIONS</b>				
178	Standard Equipment Bay	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
179	Non-Standard Cabinet Bay	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
180	VF/DS0 Termination Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
181	VF/DS0 Termination Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
182	DDP-1 Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
183	DDP-1 Jack Access Card	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
184	DS3/STS-1 Interconnect Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
185	DS3 Interconnect Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
186	Fiber Optic Splitter Panel	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
187	Fiber Termination Dual Module	Each (WSP Provided)	<b>TBD</b>	ICB	ICB
188	<b>CEV, HUT, CABINET</b>				
189	24 Foot CEV	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
190	16 Foot CEV	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
191	Maxi-Hut	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
192	Mini-Hut	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
193	Large Cabinet	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
194	Medium Cabinet	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
195	Small Cabinet	2 Inch Mounting Space	<b>TBD</b>	ICB	ICB
196	<b>INTERCONNECTION COSTS:</b>				
197	<b>ILEC TO WSP CONNECTION</b>				
198	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	<b>S8F3E</b>	\$5.41	\$936.04
199	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	<b>S8FWV</b>	\$5.41	\$936.04
200	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	<b>S8F2P</b>	\$13.44	\$812.62
201	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	<b>S8F25</b>	\$8.11	\$766.07
202	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	<b>S8F49</b>	\$5.89	\$737.14

ATT-13STATE  
COLLOCATION RATE SUMMARY  
March 5, 2008

13-STATE/VERIZON WIRELESS  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
203	<b>WSP TO WSP CONNECTION</b>				
204	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$6.07	\$0.00
205	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$9.86	\$0.00
206	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$6.02	\$0.00
207	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFH	\$6.06	\$641.54
208	Connection for DS3	Per Circuit (WSP provides cable)	S8GFJ	\$4.10	\$641.54
209	Connection for Optical	Per Cable (WSP provides cable)	S8GFK	\$3.95	\$641.54
210	<b>PROJECT MANAGEMENT</b>				
211	<b>CEV, HUT &amp; CABINET</b>				
212	Project Coordination	Per WSP Application	TBD	ICB	ICB
213	<b>TIME SENSITIVE ACTIVITIES</b>				
214	<b>PRE-VISITS</b>				
215	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
216	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
217	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$23.98
218	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
219	<b>CONSTRUCTION VISITS</b>				
220	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
221	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
222					
	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
223	<b>CAGELESS</b>				
224	<b>REAL ESTATE</b>				
225	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.29	\$117.32
226	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN	\$0.30	\$118.19
227	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$22.10	\$0.00
228	<b>COMMON SYSTEMS</b>				
229	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$1.02	\$687.14
230	<b>PLANNING</b>				
231	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
232	Planning	Per Request	NRFCE	\$0.00	\$8,083.33
233	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
234	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
235	Planning - Subs. Inter./Power Cabling	Per Request	NRFCH	\$0.00	\$6,942.31
236	<b>POWER PROVISIONING</b>				
237	<b>Power Panel:</b>				
238	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,451.56
239	<b>Power Cable and Infrastructure:</b>				
240	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$22.56	\$2,935.58
241	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$22.56	\$2,935.58
242	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$22.56	\$2,935.58
243	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$26.09	\$5,313.34
244	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$26.09	\$5,313.34
245	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$53.95	\$24,245.49

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246	<b>Equipment Grounding:</b>				
247	Ground Cable Placement	Per Frame	S8GDB	\$0.63	\$427.42
248	<b>DC POWER AMPERAGE CHARGE</b>				
249	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
250	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
251	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
252	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
253	<b>FIBER CABLE PLACEMENT</b>				
254	<b>Central Office:</b>				
255	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,643.58
256	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
257	<b>CEV, HUT &amp; Cabinets:</b>				
258	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
259	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
260	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
261	<b>MISCELLANEOUS COSTS</b>				
262	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
263	Bits Timing	Per two circuits	S8GEJ	\$0.64	\$0.00
264	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
265	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
266	<b>CAGELESS / POT BAY OPTIONS</b>				
267	Standard Equipment Bay	Each	NRFCO	\$0.00	\$1,515.64
268	Non-Standard Cabinet Bay	Each	NRFCP	\$0.00	\$1,661.98
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
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	<b>CEV, HUT, CABINET</b>				
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	<b>INTERCONNECTION COSTS:</b>				
284	<b>ILEC TO WSP CONNECTION</b>				
285	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$7.67	\$2,731.94
286	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$7.67	\$2,731.94
287	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$15.18	\$2,311.36
288	DS3 Arrangement - DSX	1 DS3	S8GD1	\$9.03	\$1,752.15
289	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.10	\$3,940.16

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
290	<b>WSP TO WSP CONNECTION</b>				
291	Cable Racking and Hole for Optical	Per Cable	<b>S8FY7</b>	\$6.07	\$0.00
292	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$9.86	\$0.00
293	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$6.02	\$0.00
294	Connection for DS1	Per 28 Circuits	<b>S8GFC</b>	\$9.86	\$1,974.55
295	Connection for DS3	Per Circuit	<b>S8GFD</b>	\$6.02	\$2,126.64
296	Connection for Optical (Fiber)	Per Cable	<b>S8GFB</b>	\$6.07	\$1,506.06
297	<b>PROJECT MANAGEMENT</b>				
298	<b>CEV, HUT &amp; CABINET</b>				
299	Project Coordination	Per WSP Application	<b>TBD</b>	ICB	ICB
300	<b>TIME SENSITIVE ACTIVITIES</b>				
301	<b>PRE-VISITS</b>				
302	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>	\$0.00	\$23.98
303	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCS</b>	\$0.00	\$23.98
304	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCU</b>	\$0.00	\$23.98
305	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCV</b>	\$0.00	\$23.98
306	<b>CONSTRUCTION VISITS</b>				
307	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCZ</b>	\$0.00	\$23.98
308	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			
309					
310	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b>				
311	<b>PLANNING</b>				
312	Planning	Per Request	<b>NRFA1</b>	\$0.00	\$9,243.72
313	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFA2</b>	\$0.00	\$6,614.37
314	Planning - Subsequent Power Cabling	Per Request	<b>TBD</b>	\$0.00	\$7,622.95
315	Planning - Subs. Inter./Power Cabling	Per Request	<b>TBD</b>	\$0.00	\$8,893.11
316	<b>REAL ESTATE</b>				
317	Land Rental	Per Square Foot	<b>S8GEN</b>	\$0.20	\$0.00
318	<b>POWER PROVISIONING</b>				
319	<b>Power Cable and Infrastructure:</b>				
320	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	<b>TBD</b>	\$0.02	\$0.00
321	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	<b>TBD</b>	\$0.02	\$0.00
322	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	<b>TBD</b>	\$0.02	\$0.00
323	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	<b>TBD</b>	\$0.02	\$0.00
324	<b>AC Service:</b>				
325	Extension of 100 Amp AC Service (Opt.)	Per Request	<b>TBD</b>	ICB	ICB
326	Power Supply AC per DC Amps Ordered		<b>TBD</b>	\$3.23	\$0.00
327	<b>DC POWER AMPERAGE CHARGE</b>				
328	Per Amp	Per Amp	<b>TBD</b>	\$10.12	\$0.00
329	<b>FIBER CABLE PLACEMENT</b>				
330	Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	<b>S8GF4</b>	\$53.26	\$2,643.58
331	Entrance Fiber Racking	Per Rack/Conduit Duct	<b>S8GDG</b>	\$7.51	\$0.00

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332	<b>CABLE RACK</b>				
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	<b>CONDUIT PLACEMENT</b>				
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	<b>INTERCONNECTION COSTS:</b>				
341	<b>ILEC TO WSP CONNECTION</b>				
342	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
343	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
344	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2R	\$14.09	\$2,134.55
345	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	TBD	ICB	ICB
346	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F3N	\$5.53	\$663.22
347					
	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
348	<b>ADJACENT ON-SITE</b>				
349	<b>PLANNING</b>				
350	Planning	Per Request	NRFA1	\$0.00	\$9,243.72
351	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,614.37
352	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.95
353	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,893.11
354	<b>REAL ESTATE</b>				
355	Land Rental	Per Square Foot	TBD	\$0.17	\$0.00
356	<b>POWER PROVISIONING</b>				
357	<b>Power Cable and Infrastructure:</b>				
358	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$31.86	\$23,552.51
359	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$121.67	\$85,590.47
360	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$269.92	\$182,688.53
361	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$476.56	\$327,877.21
362	<b>AC Service:</b>				
363	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
364	Power Supply AC per DC Amps Ordered		TBD	\$2.65	\$0.00
365	<b>DC POWER AMPERAGE CHARGE</b>				
366	Per Amp	Per Amp-100 AMP and below	TBD	ICB	ICB
367	Per Amp	Per Amp-200 AMP and above	S8GCR	\$13.50	\$0.00
368	<b>FIBER CABLE PLACEMENT</b>				
369	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$43.66	\$2,643.58
370	Entrance Fiber Racking	Per Rack/Conduit Duct	TBD	\$6.16	\$0.00

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371	<b>CABLE RACK</b>				
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	<b>CONDUIT PLACEMENT</b>				
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	<b>INTERCONNECTION COSTS:</b>				
380	<b>ILEC TO WSP CONNECTION</b>				
381	Voice Grade Arrangement	100 Copper Pairs	S8GEC	\$9.24	\$2,793.95
382	Voice Grade Arrangement	100 Shielded Pairs	TBD	\$9.24	\$2,793.95
383	DS1 Arrangement - DSX	28 DS1	S8GDT	\$67.24	\$7,594.35
384	DS3 Arrangement - DSX	1 DS3	TBD	ICB	ICB
385	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEH	\$28.30	\$1,427.84
386					
	<b>WSP-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT</b>				
387	<b>OFF-SITE</b>				
388	<b>PLANNING</b>				
389	Planning	Per Request	TBD	ICB	ICB
390	<b>CONDUIT</b>				
391	Conduit Space	Per Innerduct	TBD	ICB	ICB
392	<b>INTERCONNECTION COSTS:</b>				
393	<b>ILEC TO WSP CONNECTION</b>				
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					
	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
399	<b>ADJACENT OFF-SITE</b>				
400	<b>PLANNING</b>				
401	Planning	Per Request	TBD	ICB	ICB
402	<b>CONDUIT</b>				
403	Conduit Space	Per Innerduct	TBD	ICB	ICB

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404	<b>INTERCONNECTION COSTS:</b>				
405	<b>ILEC TO WSP CONNECTION</b>				
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	<b>RATES AND CHARGES FOR</b>				
412	<b>COMPLETE SPACE DISCONTINUANCE</b>				
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
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	<b>RATES AND CHARGES FOR</b>				
433	<b>SPACE REASSIGNMENT/RESTENCILING</b>				
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



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448					
449	<b>RATES AND CHARGES FOR</b>				
450	<b>POWER REDUCTION (CABLE REMOVAL)</b>				
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					
456	<b>RATES AND CHARGES FOR</b>				
457	<b>POWER REDUCTION (REFUSING ONLY)</b>				
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	<b>RATES AND CHARGES FOR</b>				
471	<b>INTERCONNECTION TERMINATION REDUCTION</b>				
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**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM UNDER SECTION 251 AND  
252 OF THE TELECOMMUNICATIONS ACT OF 1996  
BY AND BETWEEN  
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN  
AND  
NEW PAR d/b/a VERIZON WIRELESS**

The Interconnection Agreement for a Wireless System Under Section 251 and 252 of the Telecommunications Act of 1996, dated October 28, 2001 ("the Agreement") by and between Michigan Bell Telephone Company, d/b/a AT&T Michigan<sup>1</sup> ("AT&T Michigan") 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 6.8.2.1 and to delete paragraph 6.8.3 of the Agreement and replace it with a new paragraph 6.8.3. The new paragraphs 6.8.2.1 and 6.8.3 will read as follows:

6.8.2.1 AT&T Michigan 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 Michigan over local Interconnection trunks that is InterMTA Traffic. AT&T Michigan 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 Michigan and Carrier not reach agreement on a new InterMTA Percentage within thirty (30) days of receiving notice, AT&T Michigan and Carrier agree to use the dispute resolution process set forth in Section 31.0 of this Agreement.

6.8.3 Pursuant to the procedure established in Section 6.8.2 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 Ameritech 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 its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech, and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be one and three-tenths percent (1.3%), which percentage shall be effective until modified as provided in Section 6.8.2.

(2) The Parties agree to modify the Verizon Wireless entities that operate pursuant to the Agreement as follows:

Cellco Partnership d/b/a Verizon Wireless and Verizon Wireless Telecom Inc., are hereby added as new Parties to the Agreement.

(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.

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

(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 Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

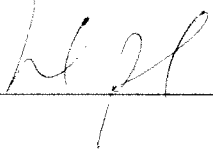
New Par d/b/a Verizon Wireless  
By: Verizon Wireless (VAW) LLC, Its General Partner

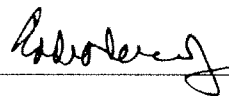
Michigan Bell Telephone Company d/b/a AT&T  
Michigan, by AT&T Operations, Inc., its authorized  
agent

Muskegon Cellular  
Partnership d/b/a Verizon Wireless  
By: Verizon Wireless (VAW) LLC, Its General Partner

Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless Telecom Inc.

By: 

By: 

Printed: Nicola Palmer

Printed: Eddie A. Reed, Jr.

Title: VP - Network Support  
(Print or Type)

Title: Director - Interconnection Agreements

Date: 7/29/10

Date: 8-19-10

OCN # 6003

ACNA - DTC, EBA

# **AT&T Wholesale Amendment**

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NEW PAR D/B/A VERIZON WIRELESS  
AND  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan hereinafter referred to as "AT&T" (previously referred to as "Michigan Bell Telephone Company d/b/a Ameritech Michigan") and the entities listed on the signature page of this Amendment d/b/a 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 Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved April 16, 2002 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 user customer, Customer, or customer of AT&T and the Carrier's end user, end user customer, Customer, or customer. All references to Local Traffic, 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 Traffic rate and to replace the Section 251(b)(5) rate per minute of use for transport and termination per Conversation MOU for Type 2A, Type 1 and Type 2B in Attachment A 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 Attachment A 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").



New Par d/b/a Verizon Wireless  
by: Verizon Wireless (VAW) LLC  
its general partner

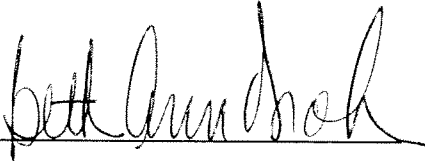
Michigan Bell Telephone Company d/b/a AT&T Michigan  
by AT&T Services, Inc., its authorized agent

Muskegon Cellular Partnership d/b/a  
Verizon Wireless  
by: Verizon Wireless (VAW) LLC  
its general partner

Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless Telecom Inc. d/b/a Verizon  
Wireless

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_



Name: \_\_\_\_\_

BETH ANN DROHAN

(Print or Type)

Name: \_\_\_\_\_

Patrick Doherty

(Print or Type)

Title: \_\_\_\_\_

(Print or Type)

Title: \_\_\_\_\_

Director - Regulatory

(Print or Type)

Date: \_\_\_\_\_

5/29/12

Date: \_\_\_\_\_

6-7-12

State	ACNA(s)	CMRS OCN
MICHIGAN	DTC, EBA	6003

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	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU