

**Agreement
For Reciprocal Compensation For
CMRS Local Calling in Wisconsin**

This Agreement, dated 7/14, 1997 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of Wisconsin Bell Inc., d/b/a/ Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L. P., a Delaware limited partnership with offices at 6 Campus Circle, Westlake, Texas, 76262 ("Carrier").

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

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Wisconsin;

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

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.

- 1.1 "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.
- 1.2 "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.

- 1.3 "Calling Party Pays Traffic" means calls made in connection with a service where a caller to a mobile or paging subscriber agrees to pay the charges for the call. Typically, an announcement is played giving the caller the option to accept the charges or to end the call without incurring charges.
- 1.4 "CCS" means one hundred (100) call seconds.
- 1.5 "Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.
- 1.6 "Commission" means the Wisconsin Public Service Commission.
- 1.7 "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.
- 1.8 "FCC" means the Federal Communications Commission.
- 1.9 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.
- 1.10 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Telecommunications Traffic.
- 1.11 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.12 "Local Exchange Carrier" or "LEC" is As Defined in the Act.
- 1.13 "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).
- 1.14 "Multi-Party Traffic" means calls for which more than two (2) Carriers collaborate to complete the call.

- 1.15 "Mobile Switching Center" or "MSC" means a CMRS provider's facility which links wireless phones to the public switched telephone network and handles switching of the traffic.
- 1.16 "Non-CMRS Traffic" means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.
- 1.17 "Party" means either Ameritech or Carrier, and "Parties" means Ameritech and Carrier.
- 1.18 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.19 "Telecommunications" is As Defined in the Act.
- 1.20 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.21 "Telecommunications Carrier" is As Defined in the Act.
- 1.22 "Telephone Toll Services" is As Defined in the Act.
- 1.23 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.24 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.25 "Type 1 Service" means service which provides both a line side and a trunk side connection between a CMRS Provider's MSC and an Ameritech end office.
- 1.26 "Type 2 Service" means a service which provides a trunk side connection between a CMRS provider's MSC and an Ameritech tandem (Type 2A) or end office (Type 2B).

- 1.27 "Type 2, Billing Option 1" means a payment option which allows a CMRS provider to choose to pay Ameritech for the usage sensitive portion of originating calls from Ameritech's end office to the MSC.
- 1.28 "Type 2, Billing Option 2" means a payment option which allows a CMRS provider to choose to have the Ameritech landline caller to a CMRS number pay Ameritech for the usage sensitive portion of the call from Ameritech's end office to the MSC.

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).

3.0 RECIPROCAL COMPENSATION

- 3.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A, Figure 1 and 2. These rates shall be further revised in the event that the FCC, the Commission or a court of law changes or modifies the rules or cost methodology by which such rates are calculated. Rates which are revised pursuant to this paragraph shall be effective immediately upon written notice given by Ameritech to Carrier or by Carrier to Ameritech, whichever occurs earlier.
- 3.2 Reciprocal Compensation shall not apply to:
- (a) Multi-party Traffic;
 - (b) Type 1 Traffic;

- (c) Calls for which the originating Party does not charge the caller, including, but not limited to, 500, 700, 800/888, 900 and 976 calls;
- (d) Calls for which the terminating Party has elected to pay the originating party, including Type 2, Billing Option 1 Traffic.

3.3 The following traffic is not subject to this Agreement:

- (a) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
- (b) Non-CMRS Traffic.

3.4 The calculation of minutes for purposes of Reciprocal Compensation shall be as specified in Ameritech's intrastate access tariff.

3.5 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination and termination points shall be determined as follows. The origination point and the termination point on Ameritech's network shall be the end office 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 call begins.

3.6 The rates set forth on Attachment A shall become effective thirty (30) days after this Agreement is approved by the Commission or the FCC under Section 252 of the Act. From the date Carrier requested negotiation or renegotiation of its arrangement with Ameritech under 47 CFR Section 51.715 or Section 51.717(a), until thirty (30) days after this Agreement is approved by the Commission or the FCC, Ameritech shall continue to assess upon Carrier Ameritech's tariffed rates for Type 2 Service. Carrier shall impose the same rates upon Ameritech for providing its transport and termination services beginning on the earlier of the date Carrier submitted a written request for renegotiation or November 1, 1996.

4.0 TRAFFIC NOT SUBJECT TO RECIPROCAL COMPENSATION

Type 2 Traffic which is not subject to Reciprocal Compensation under this agreement shall be charged at the rates set forth in Attachment D. Charges

for carrier dedicated trunks are set forth in Attachment E. Type 1 Traffic shall be charged at the rates set forth in Attachment F.

5.0 ELECTED SERVICES

- 5.1 As long as such service is offered by Ameritech, Carrier may elect Ameritech's Type 2 Billing Option 1 for the NXX codes as may be designated in the future. Under Billing Option 1, Carrier agrees to pay the then-existing tariffed access charges for calls terminated to it pursuant to such service. Carrier may revoke such election as to all or any part of such service by providing Ameritech at least thirty (30) days prior written notice.
- 5.2 Ameritech currently is not providing Carrier Type 1 service. If Carrier orders Type 1 service in the future, it shall do so pursuant to the terms and conditions in Ameritech's then-existing tariff or, in the absence of such a tariff, the terms and conditions which are generally available via contract.
- 5.3 Carrier shall not impose Transport and Termination charges on Ameritech for Type 1 Traffic or Type 2 Billing Option 1 Traffic delivered by Ameritech to Carrier.

6.0 CALLING PARTY PAYS TRAFFIC

Carrier shall be responsible for the charges for Calling Party Pays Traffic originated by its customers. Upon request, Ameritech will provide Carrier rated billing information for such calls.

7.0 MULTI-PARTY TRAFFIC

- 7.1 The Reciprocal Compensation obligations in this Agreement shall not apply to calls which are jointly carried by Ameritech and another facilities-based telecommunications carrier, including interexchange carriers ("IXCs"), independent telephone companies ("ICOs"), competitive local exchange carriers ("CLECs") or CMRS providers, and which are terminated to Carrier. Except as provided below, payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement.
- 7.2 For calls which originate on the network of an ICO, CLEC or other CMRS provider, and which are carried by Ameritech and are terminated on Carrier's network (as illustrated on Attachment B, figure 1), Ameritech shall pass such calls to Carrier, and Carrier

shall terminate such calls, without charge to one another. Reciprocal Compensation shall not apply.

- 7.3 For calls which originate on Carrier's network and which are carried by Ameritech for termination by an ICO, CLEC or other CMRS provider (as illustrated on Attachment B, figure 2), Carrier shall pay Ameritech at the rates set forth in Attachment B, Figure 3. Reciprocal compensation shall not apply. Carrier is responsible for additional charges, if any, that may be assessed by the ICO, CLEC or other CMRS provider for the portion of the service provided by such carrier.
- 7.4 The rate set forth in Attachment B, Figure 3 is interim and shall be superseded by the rate for multi-party traffic, or transiting, established by the Illinois Commission in Dockets 96-0468 and 96-0569. In addition, the Parties shall true-up compensation for transiting such that Ameritech shall receive the transiting rate it would have received had the approved rates been in effect as of the date the rate in Attachment B became effective. The true-up shall include the period beginning on the date the rate in Attachment B becomes effective and ending on the date Ameritech's approved rate becomes effective. The true-up, including the payment of the amounts due thereunder, shall be completed within sixty (60) days of the date Ameritech's approved rates become effective.
- 7.5 This Section 7.0 shall not apply to traffic carried by Ameritech pursuant to the Commission's primary toll carrier plan or a similar plan.

8.0 SEPARATE TRUNK GROUPS

- 8.1 The Parties acknowledge that it is important that Ameritech be able to accurately identify traffic types for appropriate charging. In order to achieve this goal, Carrier shall select from either of the options set forth in 8.2 and 8.3.
- 8.2 Option 1
- 8.2.1 Carrier and Ameritech shall provision five separate trunk groups between Carrier's MSCs and Ameritech's network. The five trunk groups shall separately carry the following types of traffic:

- a. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for call eligible for Reciprocal Compensation under this Agreement.
- b. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for calls which are not eligible for Reciprocal Compensation under this Agreement.
- c. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls eligible for Reciprocal Compensation under this Agreement;
- d. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls which are not eligible for Reciprocal Compensation under this Agreement; and
- e. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.2.2 All trunks shall be provisioned and maintained at a P.01 grade of service and shall use SS7 signaling.

8.2.3 If the Parties agree that any of these trunk groups is no longer required for accurate billing, the Parties shall eliminate one or more of these trunk groups.

8.3 Option 2

8.3.1 Carrier shall be responsible for provisioning two separate trunk groups between its MSCs and Ameritech's network. One trunk group shall separately carry the types of traffic set forth in Section 8.2.1(a) through (d); the other shall carry the type of traffic set forth in Section 8.2.1(e). Charges for the two trunk groups set forth in Section 8.2.1(a) through (d) shall be reduced by seventeen percent (17%) to reflect Ameritech's use of the trunks for traffic originating on Ameritech's network and terminating on Carrier's network. Six (6) months after the Effective Date, Ameritech shall calculate on a minutes of use basis the percentage of the two-way trunks groups used for Ameritech's land to mobile Type 2, Billing Option 2 traffic. For the following twelve (12)

months, charges for the two-way trunk groups shall be reduced by this percentage. This figure shall be recalculated every twelve (12) months. All trunks shall be provisioned and maintained at a P.01 grade of services and shall use SS7 signaling.

8.3.2 At the Carrier's option, Ameritech shall provide Carrier the following monthly reports on network usage at the prices set forth in Attachment C:

- (a) **CMRS Report.** A report showing traffic originating on Ameritech landline facilities and terminating to Carrier. This report may be used by Carrier to calculate Ameritech's obligations to pay Reciprocal Compensation. Charge for this report are set forth in Attachment C. Figure 1.
- (b) **Traffic Distribution Report.** A report showing traffic terminating through Ameritech to ICOs, CLECs or other CMRS providers. This report shall be used to calculate Carrier's obligations in Section 7.0 to pay Ameritech for Multiparty Traffic. Charges for this report are set forth in Attachment C, Figure 2.

Sample copies of both reports are shown in Attachment C.

8.3.3 Carrier agrees to accept the reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred twenty (120) days of receipt of the report.

8.3.4 Subject to the prior approval of Carrier, Ameritech shall have the ability, at its option and upon sixty (60) days written notice, to direct Carrier to convert from Trunk Group Option 2 to Option 1 of this Section.

9.0 TERM AND SCOPE

9.1 This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years. The Parties shall enter into negotiations to replace this agreement with Ameritech's Interconnection Agreement for a wireless system. Negotiations shall be concluded, and a new agreement shall be executed, by January 1, 1998. Absent a receipt by one Party of written notice

from the other Party at least ninety (90) days prior the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after expiration of the Term until terminated by either Party pursuant to Section 9.2.

- 9.2 If pursuant to Section 9.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate the Agreement. Upon such notice, 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 Commission 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 Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the Commission issues its order, the rates, terms and conditions of this Agreement shall control. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 9.2 other than to pay to the other Party any amounts owed under this Agreement.

10.0 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. 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 either party disputes an amount, it must do so in writing to the other party within forty-five (45) days from the date of the invoice.
- 10.2 There shall be no "netting" of the amounts due hereunder against any other amount owed by Ameritech or Carrier to each other.

11.0 LIMITATION OF LIABILITY

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 revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages.

12.0 REGULATORY APPROVAL

- 12.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. 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 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.
- 12.2 The terms and conditions of Ameritech's intrastate access tariff continue to apply to the services provided by Ameritech to Carrier that are subject to this Agreement.
- 12.3 If Ameritech enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for interconnection within Wisconsin to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to Carrier such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. Carrier may avail itself of either (i) the other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that relate to the arrangements in the Other Agreement for the interconnection and reciprocal compensation of local telecommunications traffic.
- 12.4 Upon Carrier's election to adopt provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such

terms within thirty (30) days after Ameritech's receipt of notice specifying such election. Notwithstanding the foregoing, Carrier may not avail itself of any of the arrangements in the Other Agreement if Ameritech demonstrates to the Commission that it would incur greater cost to provide such arrangement than to the Telecommunications Carrier that is party to the Other Agreement.

13.0 AUTHORIZATION

13.1 Ameritech Information Industry Services, a division of Ameritech Services, Inc., is a corporation 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 the obligations hereunder on behalf of Ameritech Wisconsin.

13.2 PrimeCo Personal Communications, L.P. 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.

14.0 COMPLIANCE

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

15.0 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.

16.0 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"). Each Party shall use best efforts to resume full performance within sixty (60) days of the cessation of the Force Majeure Event.

17.0 CONFIDENTIALITY

- 17.1 Ameritech and Carrier intend to disclose to each other information, which may include confidential information. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure.
- 17.2 The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.
- 17.3 The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:
- (a) use the Confidential Information only for the purpose(s) set forth in Attachment A;
 - (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; provided that, in no event shall Ameritech disclose any Confidential Information whatsoever of Company to any Ameritech affiliate or employee engaged in the provision of wireless services competing with, or which may in the future compete with Carrier.

- (c) advise those employees who access the Confidential Information of their obligations with respect thereto; and
- (d) copy of the Confidential Information only as necessary for those employees who are entitled to receive it, and maintain full and accurate records of any such copying and ensure that all confidentiality notices are reproduced in full on such copies.

For purposes of this Agreement only, "employees" includes third parties retained by the parties hereto for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform their responsibilities in connection with the Project.

17.4 The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this Agreement;
- (b) was previously known by the Recipient without any obligation to hold it in confidence;
- (c) is received from a third party free to disclose such information without restriction;
- (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of an for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protect order.

- 17.5 When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.
- 17.6 If the Disclosing party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, in writing, within 10 days thereafter. The Recipient's obligations under Paragraph 3 in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.
- 17.7 Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.
- 17.8 Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.
- 17.9 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

- 17.10 Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.
- 17.11 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.
- 17.12 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement for a period of two (2) years.

18.0 GOVERNING LAW

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

19.0 TAXES

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 or surcharges 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, fees or surcharges), except for any tax on either 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 eligible 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.

20.0 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.

21.0 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.

22.0 AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective, as determined by the FCC, the Commission or the Court, as of the Effective Date and each party reserves its rights and remedies with

respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

23.0 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.

24.0 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:

PrimeCo Personal Communications, L.P.
Director, Technology Management
6 Campus Circle
Westlake, Texas 76262

with a copy to:

PrimeCo Personal Communications, L.P.
6 Campus Circle
Westlake, Texas 76262
Attn: Vice President and General Counsel

To Ameritech:

Ameritech Information Industry Services
350 North Orleans
Chicago, Illinois 60654

with a copy to:

Ameritech Information Industry Services
350 North Orleans
Third Floor
Chicago, Illinois 60654
Attn: Director Contract Development/Administration

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.

25.0 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.

26.0 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.

27.0 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, including but not limited to the confidentiality provisions hereof.

28.0 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. 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, the Parties have agreed to the foregoing as of the date set forth above.

PrimeCo Personal
Communications, L.P.

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc., on behalf of
Wisconsin Bell, Inc., d/b/a Ameritech
Wisconsin

By: *David G. Duff*

By: *Kenneth H. Vag*

Date: 7/14/97

Date: 7/14/97

Title: VP Engineering & Ops

Title: VP-MKTG.



Reciprocal Compensation:

Per Minute of Use	
30 days after state commission approval	
<div>Figure 1. (Ameritech to Carrier calls)</div> <div>For calls originated on Ameritech's network and terminated on Carrier's network:</div>	up to 12/31/97 \$0.004631
	beginning 1/1/98 \$0.005385
<div>Figure 2. (Carrier to Ameritech Calls)</div> <div>For calls originated on Carrier's network and terminated to Ameritech's end office via:</div>	Type 2A Service, local call \$0.005385
	Type 2B Service, local call \$0.004241

MULTIPARTY CALLS



REPORT CHARGES:

Figure 1

Ameritech Originating Traffic Report	
Per report, per month, per ACNA, per State	\$495.00
additional copies	\$200.00

Figure 2

Traffic Distribution Report Charges	
Per report, per month, per ACNA, per State	no charge
additional copies	no charge

Figure 3

AMERITECH ORIGINATING TRAFFIC REPORT**July 1997**
(example)

<u>Per report.</u>	<u>NXX</u>	<u>MIN</u>	<u>ACNA</u>
312	NXX	132,089	XXX
312	NXX	122,954	XXX
312	NXX	544	XXX
630	NXX	12,540	XXX
708	NXX	145,099	XXX
847	NXX	256,237	XXX
847			

Total Minutes of Use**x,xxx,xxx****Total Reciprocal Comp. Amount****\$xx,xxx**

Figure 4

Transit Traffic Distribution Report
Wireless to Land
(example)

Carrier _____

Monthly Minutes
(per 1 MIL.)

LEC

General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

Rates for Type 2 Traffic Not Subject to Reciprocal Compensation

WISCONSIN

	Per Minute of Use
<u>Carrier Line Switching, 2A or 2B</u>	\$0.0066
<u>Carrier Common Trunk, 2A</u>	
mileage bands: 0 to 1	\$0.0066
2 to 10	\$0.0084
11 to 26	\$0.0125
27 to 32	\$0.0163
33 to 40	\$0.0244
over 40	\$0.0285

AMERITECH - WISCONSIN
Rates and Charges Applicable to Type 2 Service

ELEMENT	NON RECURRING	MONTHLY CHARGES
Carrier Dedicated Trunk - 2A or 2B		
<u>Digital (DS1)</u>		
Per 24 trunks	\$500.00	\$70.00
Mileage charges, per mile, per DS1		\$30.00

Rates and Charges Applicable to Type 1 Service

A. Monthly Exchange Services, Message Rate Services

1. Each Trunk line to PBX equipment
Exchange Access Trunk

Access Line	Rates specified in PSC of Wisconsin No 20, part 4 apply
-------------	---

Usage Package	Rates specified in PSC of Wisconsin No 20, part 4 apply
---------------	---

Trunk Service and Equipment to Establish Service	Rates specified in PSC of Wisconsin No 20, part 4 apply
---	---

2. Each Exchange Access Trunk Equipment [\$16.50 monthly]

Non-recurring charge	[\$100.00]
----------------------	------------

Additional charges may be applicable depending upon Carrier's system configuration.

B. Usage Charges

Usage charges are rates that apply only when a specific rate element is used. Network usage for Type 1 service is furnished on a message rate basis.

Rates per message	Rates specified in PSC of Wisconsin No 20, [parts 4 and 9] apply
-------------------	--

FIRST AMENDMENT

This First Amendment ("Amendment"), dated this 27th day of January, 1999 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf on Wisconsin Bell, Inc., d/b/a/ Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L.P., a Delaware limited partnership with offices at 6 Campus Circle, West lake, Texas 76262 ("Carrier").

WHEREAS, Ameritech and Carrier are parties to an agreement known as "Agreement For Reciprocal Compensation For CMRS Local Calling in Wisconsin" dated July 14, 1997 ("Agreement"); and

WHEREAS, Ameritech and Carrier wish to arrive at a commercial arrangement in which the reverse billing option is eliminated and Carrier has the option to rate its NXX codes at Ameritech End Offices within the LATA; and

WHEREAS, Ameritech and Carrier desire to amend the Agreement as set forth in this Amendment.

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

1.0 DEFINITIONS

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 telephone exchange 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 Rate Center cannot exceed the boundaries of an exchange area as defined by the state regulatory commission.

Reverse Billing - means an optional billing service which has in the past been offered by Ameritech to CMRS providers from time to time. Under this billing option, the CMRS provider is charged a per minute rate for calls to its customers and this charge is in lieu of charges to the calling party.

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 customers of a CMRS provider.

2.0 REVERSE BILLING

2.1 As of the Effective Date of this Amendment, Reverse Billing shall not be available to Carrier for new NXX codes. Within six (6) months of the Effective Date of this Amendment, any existing Reverse Billing NXX codes shall be converted to Standard Billing in every End Office in the LATA. NXX code conversion shall take place on a mutually agreed upon schedule. Carrier shall provide all necessary cooperation and shall take all necessary action to accomplish this conversion within the six (6) month period.

2.2 If Carrier fails to take the necessary action to convert Reverse Billing NXX codes to Standard Billing within the time period set forth in Section 2.1, Ameritech shall have the right to convert such NXX codes to Standard Billing.

3.0 RATING OF NXX CODES

3.1 The flexible rating of NXX codes described in this Amendment 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.

3.2 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.

4.0 DIRECT TRUNKING OF MOBILE TO LAND TRAFFIC

For Type 2 standard billing option traffic, Ameritech shall transport Ameritech-originated, local Land to Mobile 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 tandem. Notwithstanding anything to the contrary, if the traffic from Carrier's Network to any Ameritech End Office located in a serving wire center in which Carrier has elected the NXX Flexible Rating Option at any time exceeds 550 busy hour CCS (i.e., the practical engineering capacity of DS1), Carrier and Ameritech shall within twenty (20) calendar days of the occurrence meet to review available traffic studies, trunk group architecture and traffic routing relating to this Mobile to Land traffic. Both Parties shall explore options for Carrier to reduce tandem traffic that is terminated to a particular Ameritech end office to less than 550 busy hour CCS. If the Parties are unable to agree upon a solution acceptable to Ameritech within thirty (30) calendar days of the meeting, Carrier shall, at its expense, within sixty (60) days after the thirty day period establish new or additional one-way trunk Mobile to Land groups from Carrier's network to the applicable Ameritech End Office.

5.0 FULL FORCE AND EFFECT

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Ameritech and Carrier have entered into this Amendment as of the Effective Date set forth above.

PrimeCo Personal Communications, L.P.

Ameritech Information Industry Services, a
division of Ameritech Services, Inc., on
behalf of Wisconsin Bell, Inc., d/b/a
Ameritech Wisconsin

By: [Signature]

By: [Signature]

Date: January 19, 1999

Date: 2-20-99

Title: Vice President/CTO
Engineering & Operations

Title: President

REVIEWED BY SJG
PRIMECO'S LEGAL DEPT

**RENEWAL OF INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Pursuant to sections 251 and 252 of the Telecommunications Act of 1996, Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation on behalf of and as agent for Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L.P., a Delaware limited partnership ("PrimeCo") are parties to an Interconnection Agreement ("the Agreement") dated July 14, 1997, which was approved by the Wisconsin Public Service Commission on October 23, 1997. (*Exhibit A*).

In consideration of the mutual covenants contained herein, Ameritech and PrimeCo hereby agree to renew the above referenced Interconnection Agreement by and through this **Renewal Agreement**. Ameritech and PrimeCo agree as follows:

1. Effective Date. This Renewal Agreement shall be effective upon the approval of this Renewal Agreement by the Commission under Section 252 of the Telecommunications Act of 1996. Until such time as this Agreement is approved by the Commission, the rates, term and conditions set forth in Exhibit A shall remain in effect.
2. Term. The term of this Renewal Agreement shall be three (3) years beginning on the Effective Date of this Agreement.
3. Reverse Billing. After the Effective Date of this Renewal Agreement, Reverse Billing shall not be available to PrimeCo. Therefore, Section 5.1 of Exhibit A is hereby deleted.
4. Incorporation and Conflict. All other provisions of the Agreement attached as Exhibit A remain unchanged and are hereby incorporated into this Renewal Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Agreement, the terms of this Renewal Agreement will take precedence.
5. Assignment. Notwithstanding Section 20.0 of Exhibit A, this Renewal Agreement and the Agreement may be assigned to Bell Atlantic Corporation and/or Vodafone AirTouch PLC, or to any subsidiary or affiliate of either or both of them, with prior written notice of such assignment to Ameritech.
6. Entire Agreement. The Agreement, as amended by this Renewal Agreement, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral, relating thereto.

EXECUTION ORIGINAL

IN WITNESS WHEREOF, this Renewal Agreement has been executed by the parties on the date set forth below.

**PRIMECO PERSONAL
COMMUNICATIONS, a Limited
Partnership**

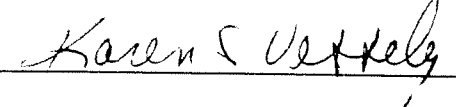
By: 

Name: Limond Grindstaff

Title: VP/CTO Engineering & Operations

Date: October 4, 1999

**AMERITECH INFORMATION
INDUSTRY SERVICES, a division of
Ameritech Services, Inc. on behalf of
Ameritech Wisconsin**

By: 

Name: Karen S. Vessely

Title: President

Date: October 14, 1999

REVIEWED BY SB/TH
PRIMECO'S LEGAL DEPT

AMENDMENT
to the
TO CELLULAR/PCS INTERCONNECTION AGREEMENT –WISCONSIN

by and between

AMERITECH WISCONSIN

AND

PRIMECO PERSONAL COMMUNICATIONS, L.P.

This Amendment to the Cellular/PCS Interconnection Agreement (the “**Amendment**”) is dated as of April 2, 2002, by and between **Ameritech Wisconsin** (“**Ameritech**”) and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless (f.k.a. PrimeCo Communications, L.P., with its principal offices at 2785 Mitchell Drive, Ms 7-1, Walnut Creek, CA 94598 (“**Verizon Wireless Cello Partnership d/b/a Verizon Wireless**”).

WHEREAS, Ameritech and PrimeCo Communications, L.P., are the parties to “**Cellular/PCS Interconnection Agreement**” dated as of October 23, 1997, (the “**underlying Agreement**”); and

WHEREAS, PrimeCo Communications, L.P., has changed its name to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless**”, and wishes to reflect that name change as set forth herein.

WHEREAS, the parties agree to add the ACNA and OCN language as attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Ameritech and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless hereby agree as follows:

1. (a) The underlying Agreement is hereby amended to reflect the name change from “**PrimeCo Communications, L.P.,**” to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless.**”
- (b) Ameritech shall reflect the name change from “**PrimeCo Communications, L.P.,**” to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless**” only for the main billing account (header card) for each of the accounts previously billed to PrimeCo Communications, L.P. Ameritech shall not be obligated, whether under this Amendment or otherwise, to make any other changes to Ameritech’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the underlying

Agreement. Without limiting the foregoing, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by PrimeCo Communications, L.P., with Ameritech for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

- (c) Once this Amendment is effective, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless shall operate with Ameritech under the "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless " name for those accounts. Such operation shall include, by way of example only, submitting orders under Verizon Wireless Cellco Partnership d/b/a Verizon Wireless, and labeling (including re-labeling) equipment and facilities with Verizon Wireless Cellco Partnership d/b/a Verizon Wireless.
2. The parties agree to add to the underlying Agreement the ACNA and OCN language is hereby agree as follows:

- (a) The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) and Operating Company Number (OCN) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

ACNA List: NVC
PPM

OCN List: 6508

3. On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 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 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech-Wisconsin does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes 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 Inter-carrier Compensation Order.") By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier 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 Ameritech Wisconsin 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

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
6. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin ("PSC-WI") and shall become effective ten (10) days following approval by such PSC-WI.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Verizon Wireless Cellco Partnership
D/b/a Verizon Wireless

By: Edward A. Salas

Title: VP

Name: EDWARD A. SALAS
(Print or Type)

Date: 3/25/2002

Wisconsin Ameritech

By: SBC Telecommunications, Inc., its
Authorized Agent

By: OR Stanley

Title: President - Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: APR 02 2002

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and Verizon Wireless Cellco Partnership D/b/a Verizon Wireless as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Wisconsin, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("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 referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to 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. 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 Descending 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

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

June 1, 2003 – June 14, 2003: .0010 per minute

June 15, 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 Wisconsin 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 Wisconsin 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

- 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 Wisconsin 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 Wisconsin LATAs.

- 2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin 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 applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. 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. Miscellaneous

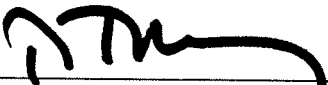
- 4.1 This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination 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

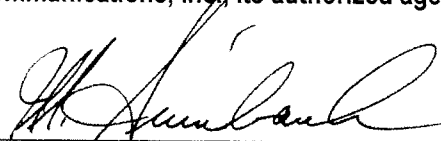
Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine 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 Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin 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 Wisconsin 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 17th day of August, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative

Verizon Wireless Cellco Partnership
D/b/a Verizon Wireless

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent

By: 

By: 

Name: DAVID R. HEVERLING
(Print or Type)

Name: Mike Auinbaugh
(Print or Type)

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

Title: For/ President – Industry Markets

Date: 7 29 03

Date: AUG 1 2003

FACILITIES-BASED OCN # 6508

ACNA NVC, PPM

**WISCONSIN AMENDMENT
TO THE
WIRELESS INTERCONNECTION AGREEMENT UNDER
SECTION 251 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Wisconsin E911 Amendment to the Interconnection Agreement under Section 251 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of June 16, 2004 by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin ("**SBC Wisconsin**") and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("**Carrier**").

WHEREAS, SBC Wisconsin and Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of October 23, 1997 (the "**Agreement**");

WHEREAS, Carrier wishes to incorporate into the Agreement the Negotiated E911 appendix.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

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. Appendix Emergency Service Access (E9-1-1) is added to the Interconnection Agreement and attached hereto.
3. This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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: 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 ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering

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

Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued in the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CARRIER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16th day of June, 2004, by SBC Wisconsin, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Verizon Wireless Cellco Partnership
d/b/a Verizon Wireless

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent

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

By: [Signature]
Name: Mike Auinbauh
(Print or Type)

Title: AREA VICE PRESIDENT NETWORK
(Print or Type)

For/ President – Industry Markets

Date: 6/04

Date: JUN 16 2004

FACILITIES-BASED OCN # 6508

ACNA NVC, PPM

APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS (E9-1-1)**TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER
SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **SBC-WISCONSIN** 911 network service elements which **SBC-WISCONSIN** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-WISCONSIN** is the 911 service provider. E911 Authority purchases Universal Emergency Number/ 911 Telecommunications Service from **SBC-WISCONSIN**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-WISCONSIN**. **SBC-WISCONSIN** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-WISCONSIN** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 By submitting an order under the terms and conditions of this Appendix, Carrier represents that to the extent required by state or federal law it has negotiated with the E911 Authority as to the E911 service configuration and to the extent required by state or federal law will implement the resulting E911 service configuration.
- 1.4 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 WISCONSIN Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-2STATE** means the applicable SBC owned ILEC(s) doing business in California and Nevada.

- 1.6 As used herein, **SBC-MIDWEST REGION 5-STATE** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, WISCONSIN, and Wisconsin.
- 1.7 As used herein, **SBC-SOUTHWEST REGION 5-STATE** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-CONNECTICUT** means the applicable above listed ILEC doing business in Connecticut.
- 1.9 As used herein, **SBC-WISCONSIN** means the applicable above listed ILEC doing business in WISCONSIN.
- 1.10 The prices at which **SBC-WISCONSIN** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing exhibit and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by an Carrier's Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 "Alternate PSAP" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.3 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of appropriate address or location data sufficient to identify the cell site and/or face cell sector (Phase I) or longitude and latitude (Phase II) from which a wireless call originates.
- 2.4 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information that may include, but is not limited to, the carrier name, NENA ID, Emergency Services Routing Number (ESRD or ESRK) and Cell Site/Sector Information that is dynamically updated with the Call Back Number (CBN) (Phase I) and longitude and latitude, confidence and uncertainty (Phase II) and other carrier information used to process caller location records.
- 2.5 "Automatic Number Identification" or "ANI" identifies a calling party and may be used as a call back number.
- 2.6 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile

Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

- 2.7 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and Cell Site/Sector Information to the PSAP.
- 2.8 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.9 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 "Common Channel Signaling System 7 Trunk "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling.
- 2.13 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.14 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for 911 systems.
- 2.15 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.

- 2.16 "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.17 "E911 Service" means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and SBC-WISCONSIN 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.19 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.20 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.21 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.

- 2.23 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.24 "Hybrid CAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 "Meet Point" means the demarcation between the SBC-WISCONSIN network and the Carrier network.
- 2.26 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28
- 2.29 "National Emergency Number Association" or "NENA" means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.30 "Non-Call path Associated Signaling" or "NCAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.31 "Phase I" – as defined in CC Docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.32 "Phase II" – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.33 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 2.34 "Pseudo Automatic Number Identification (pANI) - CAS or Hybrid CAS solutions" or "Emergency Services Routing Key (ESRK) – NCAS solutions is a 10-digit telephone number used to support routing of wireless 911 calls. In either case this number is used to query the ALI database to retrieve the location information for a 911 call.
- 2.35 "Selective Routing" or "SR" means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.36 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, cell site and sector information for a Phase I deployment, and XY location data for a Phase II deployment. A dynamic update to the ALI record is required to be provided by the Carrier's network prior to forwarding to the appropriate PSAP.
- 2.37 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-WISCONSIN RESPONSIBILITIES**

- 3.1 **SBC-WISCONSIN** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-WISCONSIN** is the 911 service provider. **SBC-WISCONSIN** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-WISCONSIN** is the 911 service provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 Where **SBC-WISCONSIN** is the 911 service provider, Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system.
- 3.2.2 **SBC-WISCONSIN** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 3.2.3 Where **SBC-WISCONSIN** is the ALI Database Provider, in a Phase I application, **SBC-WISCONSIN** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-WISCONSIN** will forward the Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

- 3.3.1 **SBC-WISCONSIN** shall provide and maintain sufficient dedicated E911 circuits from **SBC-WISCONSIN**'s SR's to the PSAP, according to provisions of the applicable State tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Carrier's order, **SBC-WISCONSIN** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-WISCONSIN** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-WISCONSIN** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-WISCONSIN** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-WISCONSIN** SR(s).
- 3.3.4 **SBC-WISCONSIN** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 Database

- 3.4.1 Where **SBC-WISCONSIN** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC-WISCONSIN** E911 DBMS:
- 3.4.1.1 **SBC-WISCONSIN** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 **SBC-WISCONSIN** shall coordinate access to the **SBC-WISCONSIN** E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 **SBC-WISCONSIN** ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 **SBC-WISCONSIN** will submit Carrier's ALI records in the E911 DBMS. **SBC-WISCONSIN** will then provide Carrier or Carrier's designated representative an error and status report. This report will be provided in accordance with the methods and procedures

described in the documentation to be provided to the Carrier by **SBC-WISCONSIN**.

3.4.1.5 **SBC-WISCONSIN** shall provide the necessary Master Street Address Guide (MSAG) and monthly updates of said MSAG to Carrier, upon receipt of the initial MSAG from the appropriate E911 Authority. MSAG shall contain information associated with Wireless E911 service to allow the upload of database records to support the deployment of a CAS or Hybrid CAS solution.

3.4.2 Where **SBC-WISCONSIN** is the 911 service provider, and Carrier deploys an NCAS solution:

3.4.2.1 Carrier's designated third-party provider shall perform the database functions as listed in 3.4 above.

3.4.2.2 **SBC-WISCONSIN** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where **SBC-WISCONSIN** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-WISCONSIN** SR office of the E911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific cell site and sector to the **SBC-WISCONSIN** 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-WISCONSIN**, transport and trunk termination to each **SBC-WISCONSIN** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate **SBC-WISCONSIN** Region specific form. Such form shall not conflict with the terms and conditions of this Agreement.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

- 4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each SBC-WISCONSIN 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunks rather than CAMA (MF) trunks.
- 4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.5 Carrier shall work with PSAP to develop a plan for adequate capacity to provide Phase 1 E911 Service to Carrier's Wireless End Users at a mutually agreed upon traffic plan while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 calls from a single incident. Carrier agrees to work with the PSAP to meet the PSAP's congestion control goals.
- 4.2.6 SBC shall permit Carrier to terminate a frame relay circuit from a Carrier-controlled ALI Database or MPC, to the SBC ALI Database site(s). Carrier shall provide diverse connections to the SBC ALI Database site(s). SBC agrees to bill Carrier, or upon request, Carrier's Database Provider for connectivity to the SBC ALI database; provided, however that Carrier shall be responsible for payment of all such charges billed to the Database Vendor by SBC but unpaid by the Database Vendor.
- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic volumes warrant that additional circuits are needed to meet the current level of 911 call volumes, and the PSAP approves additional circuits, Carrier shall request additional circuits from SBC-WISCONSIN.
- 4.2.8 Carrier will cooperate with SBC-WISCONSIN to promptly test all 911 trunks and facilities between Carrier's network and the SBC-WISCONSIN 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising SBC-WISCONSIN of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-

WISCONSIN of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-WISCONSIN will refer network trouble to Carrier if no defect is found in SBC-WISCONSIN's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where SBC-WISCONSIN is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing SBC-WISCONSIN E911 DBMS:

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to SBC-WISCONSIN, for inclusion SBC-WISCONSIN'S DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the dial-tone provider.

4.3.1.4 Carrier is responsible for providing updates to SBC-WISCONSIN ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where SBC-WISCONSIN is the 911 service provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to SBC-WISCONSIN, for inclusion in SBC-WISCONSIN'S DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon NENA recommendations.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

4.4.2 Within one week of receiving a valid E911 Phase II PSAP request for an area in which SBC-13STATE is the 911 service provider, Carrier agrees to fax a copy of the request to its SBC Industry Markets Wireless account manager.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated SBC-WISCONSIN 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the terms and conditions of SBC-WISCONSIN's applicable State Access Services tariff(s).

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority.

8. BASIS OF COMPENSATION

8.1 Carrier shall compensate SBC-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit. The prices shall be considered interim in the states of Arkansas, Connecticut, Indiana, Kansas,

Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the allocation of costs between the PSAPs and Carrier are consistent with the ruling set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001* ("King County Letter" and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146), Docket No. 94-102 *as aff'd in the Letter from Thomas J. Sugrue, Chief of Wireless Telecommunications Bureau, to Kathleen B. Levitz, BellSouth, re: Responsibility of Costs of E911 Phase II ALI Database Upgrades, CC Docket 94-102*. In the event that the cost allocation that is adopted in a particular state differs from the determination made in the *King County Letter*, the Parties agree to true up or true down the rates charged and amounts paid back to the Effective Date. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the comprehensive and exclusive nature of the Pricing Exhibit does not negate any charges for the 56 kbps Frame Relay Circuit described in Section 4.2, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **SBC-WISCONSIN** SR(s).

9. LIABILITY

- 9.1 **SBC-WISCONSIN**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-WISCONSIN** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-WISCONSIN** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.

- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to SBC-WISCONSIN, Carrier shall not be liable to SBC-WISCONSIN, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-WISCONSIN until service is restored.
- 9.3 General Indemnity Rights. A 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:
- 9.3.1 any claim or loss related to the subject matter of this Appendix alleged by a Customer of the Indemnifying Party unless the claim or loss was caused by the gross negligence or willful misconduct ("Fault") of the Indemnified Party, its employees, agents or subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnified Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnified Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnified Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and
- 9.3.2 any loss related to the subject matter of this Appendix arising from such Indemnifying Party's use of services offered under this Agreement, which involve pending or threatened claims, actions, proceedings or suits 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.
- 9.3.3 Notwithstanding the foregoing, the provisions set forth in Section 9 are not intended to create any third party beneficiaries nor are the provisions intended to expand the scope of liability of either party should Applicable Law in the state where service is being provided serve to limit the liability of 911 service providers or telephone companies in the provisioning, implementation, maintenance or administration of 911 service.

PRICING EXHIBIT**2.0 SBC WISCONSIN CELLULAR/PCS E9-1-1****SBC - WISCONSIN****2.5 WISCONSIN**

Trunk Charge per Trunk:

Monthly \$ 26.29

Non-Recurring \$ 737.59

Facility rates can be found in the State Special Access Tariff.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Cellco Partnership d/b/a Verizon Wireless, Duluth MSA Limited Partnership d/b/a Verizon Wireless, Southern Central Wireless, LLC d/b/a Verizon Wireless, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless ("CARRIER") is hereby amended as follows:

(1) Add the Appendix Wireless Physical Collocation, which is attached hereto and incorporated herein by this reference.

(2) Add the Collocation Rate Schedule, which is attached hereto and incorporated herein by this reference.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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

(5) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

Cellco Partnership d/b/a Verizon Wireless

Duluth MSA Limited Partnership d/b/a Verizon Wireless

By Verizon Wireless Minnesota, LLC, Its General Partner

By Cellco Partnership, its Sole Member

Southern Central Wireless, LLC d/b/a Verizon Wireless

By Cellco Partnership, Its Sole Member

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Personal Communications d/b/a Verizon Wireless

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

By: Beth Ann Drohan

Printed: Beth Ann Drohan

Title: AREA VICE PRESIDENT - Network

(Print or Type)

Date: 8/23/08

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

(Print or Type)

Date: 7-31-08

ACNA: PPM, NVC, EBA

OCN: 6508

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 footprint 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 Indemnatee, 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 (10th) business

day after AT&T-13STATE provides the Wireless Collocator with written notice of such failure and the Wireless Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T- 3STATE by that tenth (10th) business day. In any event, the Wireless Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Wireless Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's for the purpose of providing this service.

8.4.5 If the Wireless Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Wireless Collocator does not use the Dedicated Space (or all the Dedicated Space), the Wireless Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Wireless Collocator were using the Dedicated Space, until such time as the Wireless Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

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

8.5.2 If AT&T-13STATE determines that a Wireless Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Wireless Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Wireless Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Wireless Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Wireless Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Wireless Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In

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

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

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

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

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

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

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

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

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

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

8.8 Non-billing Dispute

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

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

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

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

8.9 Billing

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

8.9.2 Billing Dispute Resolution

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

8.9.3 Third Party Escrow Agent

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

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

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

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

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

8.9.3.1.5 The escrow account is an interest bearing account;

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

8.9.4 Disputed Amounts

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

8.9.5 Investigation Report

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

8.9.6 Informal Resolution of Billing Disputes

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

8.9.7 Formal Resolution of Billing Disputes

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

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

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

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

8.9.8 Arbitration

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

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

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

8.9.9 Cooperation Between Parties

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

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

8.9.10 Failure to Make Payment

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

8.10 Late Payment Charge

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

8.11 Allowances for Interruptions

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

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

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

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

9. FIBER OPTIC CABLE AND 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 an AT&T-13STATE Power Plant. When the Wireless Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Wireless Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Wireless Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Wireless Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Wireless Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Wireless Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Wireless Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Wireless Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Wireless Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.
- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Wireless Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in

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

19.5 Interconnection Termination Reduction

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

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

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

19.6 Rate Element Descriptions for Complete Space Discontinuance

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

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

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

19.7 Rate Element Descriptions for Space Reassignment

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

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

19.8 Rate Element Descriptions for Power Reduction (cable removal)

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

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

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

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

19.10 Rate Element Descriptions for Interconnection Termination Reduction

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

20. RATES AND CHARGES – AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

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

- 21.1 The Wireless Collocator may elect to provision the collocation site or the Wireless Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Wireless Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Wireless Collocator has the option to provide, install and terminate its interconnection cabling between the Wireless Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Wireless Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Wireless Collocator may not elect to do some but not all the activities. Wireless Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Wireless Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for

the handoff of the Actual Point of Termination (APOT) Connection(s) to the Wireless Collocator. Intervals and provisioning for this option are found Section 8.2. The Wireless Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;

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

21.5 Interval (Wireless Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Wireless Collocator installs interconnection and power cabling. AT&T-13STATE will notify Wireless Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Wireless Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Wireless Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Wireless Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Wireless Collocator with sufficient detail so that Wireless Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Wireless Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

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

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation,

the number of all Physical Collocation Applications submitted by Wireless Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 1

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

21.5.3.2 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

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

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Wireless Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Wireless Collocator by AT&T-13STATE.

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

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

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space have been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Wireless Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 2

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

21.5.5.4 Should the Wireless Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier

and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-13STATE Central Offices

21.6.1 Caged Collocation

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

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Wireless Collocator selects the option to provide and install its power cable by an AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Wireless Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Wireless Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

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

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual

collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

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

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
2	WSP-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by WSP	S8FWB	\$0.13	\$48.38
5	Safety & Security	Per Sq. Ft. of space used by WSP	S8F4N	\$0.11	\$43.43
6	Floor Space Usage	Per Sq. Ft. of space used by WSP	S8F4L	\$16.27	\$0.00
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by WSP	S8F4A	\$0.15	\$128.26
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRFCJ	\$0.00	\$14.31
11	Planning	Per Request	NRFCF	\$0.00	\$7,234.74
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,767.94
13	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,509.66
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCF	\$0.00	\$6,626.16
15	POWER PROVISIONING				
16	Power Panel:				
17	50 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
18	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
19	Power Cable and Infrastructure:				
20	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F31	\$11.16	\$356.14
21	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$11.16	\$356.14
22	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F32	\$11.16	\$356.14
23	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F33	\$11.16	\$356.14
24	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$11.21	\$356.14
25	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$11.21	\$356.14
26	Equipment Grounding:				
27	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8FCR	\$0.16	\$137.65
28	DC POWER AMPERAGE CHARGE				
29	HVAC	Per 10 Amps	S8GCS	\$18.50	\$0.00
30	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$12.95	\$0.00
31	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$10.61	\$0.00
32	FIBER CABLE PLACEMENT				
33	Central Office:				
34	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$39.61	\$3,765.78
35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$4.82	\$0.00
36	MISCELLANEOUS & OPTIONAL COST:				
37	MISCELLANEOUS COSTS				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$1.07	\$388.36
39	Bits Timing	Per two circuits	S8FQT	\$0.80	\$0.00
40	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$213.29

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
41	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$11.10
42	CAGE COMMON COSTS				
43	AC Circuit Placement	Per Sq. Ft. (WSP provides cage)	NRL6O	\$0.13	\$106.97
44	INTERCONNECTION COSTS:				
45	ILEC TO WSP CONNECTION				
46	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F48	\$4.36	\$1,245.26
47	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWU	\$4.36	\$1,245.26
48	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F46	\$9.90	\$1,119.69
49	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	S8FQN	\$5.28	\$1,035.04
50	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8FQR	\$7.08	\$1,211.43
51	WSP TO WSP CONNECTION				
52	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$1.24	\$0.00
53	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$3.00	\$0.00
54	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$2.51	\$0.00
55	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFH	\$1.57	\$930.83
56	Connection for DS3	Per Circuit (WSP provides cable)	S8GFJ	\$1.08	\$930.83
57	Connection for Optical	Per Cable (WSP provides cable)	S8GFK	\$1.24	\$930.83
58	TIME SENSITIVE ACTIVITIES				
59	PRE-VISITS				
60	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$29.77
61	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$17.88
62	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT	\$0.00	\$22.68
63	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$19.42
64	CONSTRUCTION VISITS				
65	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$19.42
66	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$29.77
67					
68	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
69	REAL ESTATE				
70	Site Conditioning	Per Sq. Ft. of space used by WSP	S8GCE	\$0.13	\$48.43
71	Safety & Security	Per Sq. Ft. of space used by WSP	S8GCF	\$0.11	\$43.43
72	Floor Space Usage	Per Sq. Ft. of space used by WSP	S8GCD	\$16.27	\$0.00
73	COMMON SYSTEMS				
74	Common Systems - Cage	Per Sq. Ft. of space used by WSP	S8GCG	\$0.15	\$128.26
75	PLANNING				
76	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRFCJ	\$0.00	\$14.31
77	Planning	Per Request	NRFCF	\$0.00	\$7,234.74
78	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,767.94

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
79	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,509.66
80	Planning - Subs. Inter./Power Cabling	Per Request	NRFCH	\$0.00	\$6,626.16
81	POWER PROVISIONING				
82	Power Panel:				
83	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,467.75
84	Power Cable and Infrastructure:				
85	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$12.37	\$1,331.53
86	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$12.37	\$1,331.53
87	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$12.37	\$1,331.53
88	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$13.16	\$1,993.45
89	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$13.16	\$1,993.45
90	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$24.01	\$11,097.85
91	Equipment Grounding:				
92	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8GDA	\$0.16	\$137.65
93	DC POWER AMPERAGE CHARGE				
94	HVAC	Per 10 Amps	S8GCS	\$18.50	\$0.00
95	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$12.95	\$0.00
96	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$10.61	\$0.00
97	FIBER CABLE PLACEMENT				
98	Central Office:				
99	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$39.61	\$3,765.68
100	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$4.82	\$0.00
101	MISCELLANEOUS & OPTIONAL COST:				
102	MISCELLANEOUS COSTS				
103	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.07	\$388.36
104	Bits Timing	Per two circuits	S8GEJ	\$0.80	\$0.00
105	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$213.29
106	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$11.10
107	CAGE COMMON COSTS				
108	Cage Preparation	Per Sq. Ft. of space used by WSP	S8GCH	\$0.13	\$106.97
109	INTERCONNECTION COSTS:				
110	ILEC TO WSP CONNECTION				
111	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.95	\$1,989.79
112	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.95	\$1,989.79
113	DS1 Arrangement - DSX	28 DS1	S8GDP	\$10.51	\$1,915.43
114	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$5.90	\$1,859.87
115	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$7.53	\$2,879.21
116	WSP TO WSP CONNECTION				
117	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$3.64	\$0.00

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
118	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$3.00	\$0.00
119	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$2.51	\$0.00
120	Connection for DS1	Per 28 Circuits	S8GFC	\$3.00	\$1,799.52
121	Connection for DS3	Per Circuit	S8GFD	\$2.51	\$1,583.50
122	Connection for Optical (Fiber)	Per Cable	S8GFB	\$3.64	\$1,597.79
123	TIME SENSITIVE ACTIVITIES				
124	PRE-VISITS				
125	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$29.77
126	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$17.88
127	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$22.68
128	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$19.42
129	CONSTRUCTION VISITS				
130	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$19.42
131	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$29.77
132					
133	WSP-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
134	REAL ESTATE				
135	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC	\$0.13	\$48.43
136	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG	\$0.11	\$43.43
137	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$16.27	\$0.00
138	COMMON SYSTEMS				
139	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$0.17	\$145.11
140	PLANNING				
141	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$14.31
142	Planning	Per Request	NRFCF	\$0.00	\$7,234.74
143	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,767.94
144	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,509.66
145	Planning - Subs. Inter./Power Cabling	Per Request	NRFCF	\$0.00	\$6,626.16
146	POWER PROVISIONING				
147	Power Panel:				
148	50 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
149	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
150	Power Cable and Infrastructure:				
151	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F34	\$11.21	\$356.14
152	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$11.16	\$356.14
153	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F35	\$11.21	\$356.14
154	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F36	\$11.21	\$356.14
155	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$11.21	\$356.14

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
156	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$11.21	\$356.14
157	Equipment Grounding:				
158	Ground Cable Placement	Per Frame	S8GDB	\$0.00	\$137.65
159	DC POWER AMPERAGE CHARGE				
160	HVAC	Per 10 Amps	S8GCS	\$18.80	\$0.00
161	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$12.48	\$0.00
162	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.60	\$0.00
163	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
164	FIBER CABLE PLACEMENT				
165	Central Office:				
166	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$39.61	\$3,765.78
167	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$4.82	\$0.00
168	CEV, HUT & Cabinets:				
169	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
170	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
171	MISCELLANEOUS & OPTIONAL COST:				
172	MISCELLANEOUS COSTS				
173	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$1.07	\$388.36
174	Bits Timing	Per two circuits	S8FQT	\$0.80	\$0.00
175	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$213.29
176	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$11.10
177	CAGELESS / POT BAY OPTIONS				
178	Standard Equipment Bay	Each (WSP Provided)	TBD	ICB	ICB
179	Non-Standard Cabinet Bay	Each (WSP Provided)	TBD	ICB	ICB
180	VF/DS0 Termination Panel	Each (WSP Provided)	TBD	ICB	ICB
181	VF/DS0 Termination Module	Each (WSP Provided)	TBD	ICB	ICB
182	DDP-1 Panel	Each (WSP Provided)	TBD	ICB	ICB
183	DDP-1 Jack Access Card	Each (WSP Provided)	TBD	ICB	ICB
184	DS3/STS-1 Interconnect Panel	Each (WSP Provided)	TBD	ICB	ICB
185	DS3 Interconnect Module	Each (WSP Provided)	TBD	ICB	ICB
186	Fiber Optic Splitter Panel	Each (WSP Provided)	TBD	ICB	ICB
187	Fiber Termination Dual Module	Each (WSP Provided)	TBD	ICB	ICB
188	CEV, HUT, CABINET				
189	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
190	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
191	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
192	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
193	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
194	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
195	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
196	INTERCONNECTION COSTS:				
197	ILEC TO WSP CONNECTION				
198	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3E	\$4.25	\$1,148.13
199	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWV	\$4.25	\$1,148.13
200	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2P	\$9.90	\$1,119.69
201	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	S8F25	\$5.28	\$1,035.04
202	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F49	\$7.08	\$1,211.43
203	WSP TO WSP CONNECTION				
204	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$1.24	\$0.00
205	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$3.00	\$0.00
206	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$2.51	\$0.00
207	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFL	\$1.57	\$930.83
208	Connection for DS3	Per Circuit (WSP provides cable)	S8GFM	\$1.08	\$930.83
209	Connection for Optical	Per Cable (WSP provides cable)	S8GFN	\$1.24	\$930.83
210	PROJECT MANAGEMENT				
211	CEV, HUT & CABINET				
212	Project Coordination	Per WSP Application	TBD	ICB	ICB
213	TIME SENSITIVE ACTIVITIES				
214	PRE-VISITS				
215	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$29.77
216	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$17.88
217	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT	\$0.00	\$22.68
218	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$19.42
219	CONSTRUCTION VISITS				
220	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$19.42
221	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$29.77
222	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
223	CAGELESS				
224	REAL ESTATE				
225	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.13	\$48.38
226	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN	\$0.11	\$43.43
227	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$16.27	\$0.00
228	COMMON SYSTEMS				
229	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$0.17	\$145.11
230	PLANNING				
231	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$14.31
232	Planning	Per Request	NRFCE	\$0.00	\$7,234.74

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
233	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,767.94
234	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,509.66
235	Planning - Subs. Inter./Power Cabling	Per Request	NRFCH	\$0.00	\$6,626.16
236	POWER PROVISIONING				
237	Power Panel:				
238	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,467.75
239	Power Cable and Infrastructure:				
240	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$12.37	\$1,331.53
241	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$12.37	\$1,331.53
242	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$12.37	\$1,331.53
243	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$12.37	\$1,331.53
244	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$13.16	\$1,993.45
245	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$13.16	\$1,993.45
246	Equipment Grounding:			\$24.01	\$11,097.85
247	Ground Cable Placement	Per Frame	S8GDB	\$0.16	\$137.65
248	DC POWER AMPERAGE CHARGE				
249	HVAC	Per 10 Amps	S8GCS	\$18.80	\$0.00
250	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$12.48	\$0.00
251	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.60	\$0.00
252	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
253	FIBER CABLE PLACEMENT				
254	Central Office:				
255	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$39.61	\$3,765.78
256	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$4.82	\$0.00
257	CEV, HUT & Cabinets:				
258	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
259	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
260	MISCELLANEOUS & OPTIONAL COST:				
261	MISCELLANEOUS COSTS				
262	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.07	\$388.36
263	Bits Timing	Per two circuits	S8GEJ	\$0.80	\$0.00
264	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$213.29
265	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$11.10
266	CAGELESS / POT BAY OPTIONS				
267	Standard Equipment Bay	Each	NRFCO	\$0.00	\$1,432.79
268	Non-Standard Cabinet Bay	Each	NRFCP	\$0.00	\$1,657.84
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

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1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
272	DS3 Interconnect Module	Each	TBD	ICB	ICB
273	Fiber Optic Splitter Panel	Each	TBD	ICB	ICB
274	Fiber Termination Dual Module	Each	TBD	ICB	ICB
275	CEV, HUT, CABINET				
276	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
277	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
278	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
279	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
280	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
281	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
282	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
283	INTERCONNECTION COSTS:				
284	ILEC TO WSP CONNECTION				
285	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.95	\$1,989.79
286	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.95	\$1,989.79
287	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$10.51	\$1,915.43
288	DS3 Arrangement - DSX	1 DS3	S8GD1	\$5.90	\$1,859.87
289	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.53	\$3,526.83
290	WSP TO WSP CONNECTION				
291	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$3.64	\$0.00
292	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$3.00	\$0.00
293	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$2.51	\$0.00
294	Connection for DS1	Per 28 Circuits	S8GFC	\$3.00	\$2,053.36
295	Connection for DS3	Per Circuit	S8GFD	\$2.51	\$1,583.50
296	Connection for Optical (Fiber)	Per Cable	S8GFB	\$2.24	\$1,597.79
297	PROJECT MANAGEMENT				
298	CEV, HUT & CABINET				
299	Project Coordination	Per WSP Application	TBD	ICB	ICB
300	TIME SENSITIVE ACTIVITIES				
301	PRE-VISITS				
302	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$29.77
303	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$17.88
304	CO Manager - 1st Level	Per 1/4 Hour	NRFCF	\$0.00	\$22.68
305	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$19.42
306	CONSTRUCTION VISITS				
307	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$19.42
308	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$29.77
309					

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EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
	WSP-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT				
310	ON-SITE				
311	PLANNING				
312	Planning	Per Request	NRFA1	\$0.00	\$8,516.25
313	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,204.78
314	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$6,480.68
315	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,334.84
316	REAL ESTATE				
317	Land Rental	Per Square Foot	S8GEN	\$0.26	\$0.00
318	POWER PROVISIONING				
319	Power Cable and Infrastructure:				
320	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
321	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
322	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
323	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
324	AC Service:				
325	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
326	Power Supply AC per DC Amps Ordered		TBD	\$3.65	\$0.00
327	DC POWER AMPERAGE CHARGE				
328	Per Amp	Per Amp	TBD	\$9.30	\$0.00
329	FIBER CABLE PLACEMENT				
330	Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8GF4	\$39.61	\$3,765.78
331	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$4.82	\$0.00
332	CABLE RACK				
333	DC Power Cable Rack	Per Rack	TBD	\$0.02	\$0.00
334	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
335	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
336	CONDUIT PLACEMENT				
337	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
338	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
339	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
340	INTERCONNECTION COSTS:				
341	ILEC TO WSP CONNECTION				
342	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3G	\$4.19	\$1,716.20
343	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8F3G	\$4.19	\$1,716.20
344	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2R	\$6.87	\$1,707.87
345	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	TBD	ICB	ICB
346	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F3N	\$2.01	\$1,351.73
347					

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT				
348	ON-SITE				
349	PLANNING				
350	Planning	Per Request	NRFA1	\$0.00	\$8,516.25
351	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,204.78
352	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$6,480.68
353	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,334.84
354	REAL ESTATE				
355	Land Rental	Per Square Foot	TBD	\$0.26	\$0.00
356	POWER PROVISIONING				
357	Power Cable and Infrastructure:				
358	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$11.95	\$11,831.71
359	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$23.51	\$22,999.57
360	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$35.07	\$34,166.78
361	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$46.69	\$45,333.99
362	AC Service:				
363	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
364	Power Supply AC per DC Amps Ordered		TBD	\$3.65	\$0.00
365	DC POWER AMPERAGE CHARGE				
366	Per Amp	Per Amp-100 AMP and below	TBD	ICB	ICB
367	Per Amp	Per Amp-200 AMP and above	S8GCR	\$9.30	\$0.00
368	FIBER CABLE PLACEMENT				
369	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$39.61	\$3,765.78
370	Entrance Fiber Racking	Per Rack/Conduit Duct	TBD	\$4.82	\$0.00
371	CABLE RACK				
372	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
373	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
374	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
375	CONDUIT PLACEMENT				
376	DC Power Cable Rack	Per 2-Duct	TBD	ICB	ICB
377	Fiber Cable Rack	Per 1-Duct	TBD	ICB	ICB
378	Interconnection Arrangement (Copper) Racking	Per 2-Duct	TBD	ICB	ICB
379	INTERCONNECTION COSTS:				
380	ILEC TO WSP CONNECTION				
381	Voice Grade Arrangement	100 Copper Pairs	S8GEC	\$4.76	\$2,493.83
382	Voice Grade Arrangement	100 Shielded Pairs	TBD	\$4.76	\$2,493.83
383	DS1 Arrangement - DSX	28 DS1	S8GDT	\$7.24	\$1,932.66
384	DS3 Arrangement - DSX	1 DS3	TBD	ICB	ICB
385	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEH	\$2.78	\$2,055.62

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
386	WSP-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT				
387	OFF-SITE				
388	PLANNING				
389	Planning	Per Request	TBD	ICB	ICB
390	CONDUIT				
391	Conduit Space	Per Innerduct	TBD	ICB	ICB
392	INTERCONNECTION COSTS:				
393	ILEC TO WSP CONNECTION				
394	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
395	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
396	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
397	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
398					
399	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT				
400	OFF-SITE				
401	PLANNING				
402	Planning	Per Request	TBD	ICB	ICB
403	CONDUIT				
404	Conduit Space	Per Innerduct	TBD	ICB	ICB
405	INTERCONNECTION COSTS:				
406	ILEC TO WSP CONNECTION				
407	Voice Grade/DS0 Arrangement	900 DS0	TBD	ICB	ICB
408	DS1 Arrangement - DSX	28 DS1	TBD	ICB	ICB
409	DS1 Arrangement - MDF	450 DS1	TBD	ICB	ICB
410	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	TBD	ICB	ICB
411					
412	RATES AND CHARGES FOR				
413	COMPLETE SPACE DISCONTINUANCE				
414	Application Fee	Per Request	TBD	ICB	ICB
415	Project Management Fee – Complete Space Discontinuance	Per Request	TBD	ICB	ICB
416	Remove Fiber Jumpers	Per linear foot	TBD	ICB	ICB
417	Remove Fiber Cables	Per linear foot	TBD	ICB	ICB
418	Remove VF/DS0 Cable	Per linear foot	TBD	ICB	ICB
	Remove DS1 Cable	Per linear foot	TBD	ICB	ICB

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
419	Remove DS3 Cable (Coax)	Per linear foot	TBD	ICB	ICB
420	Remove Timing Cable	Per Request	TBD	ICB	ICB
421	Remove Power Cable-50AMP feed & below	Per linear foot	TBD	ICB	ICB
422	Remove Power Cable-100AMP feed & above	Per linear foot	TBD	ICB	ICB
423	Remove Cage Grounding Material	Each grounding lead & ground bar	TBD	ICB	ICB
424	Remove Fiber Entrance Cable	Per cable removal job	TBD	ICB	ICB
425	Infrastructure Maps & Records	Per cable removal job	TBD	ICB	ICB
426	Engineering Work Order	Per cable removal job	TBD	ICB	ICB
427	Work Group Information Distribution	Per cable removal job	TBD	ICB	ICB
428	Restore Floor Tile – per Standard Bay	Per Standard Bay	TBD	ICB	ICB
429	Floor Restoration Contractor Trip Charge	Per trip	TBD	ICB	ICB
430	Restore Floor Tile	Per Non-Standard Bay	TBD	ICB	ICB
431					
432	RATES AND CHARGES FOR				
433	SPACE REASSIGNMENT/RESTENCILING				
434	Application Fee	Per Request	TBD	ICB	ICB
435	Project Management Fee – Space Reassignment	Per Request	TBD	ICB	ICB
436	Restencil DS0/DSL Block	Per 100 pair block	TBD	ICB	ICB
437	Restencil DS1 Block	Per 28 DS1s	TBD	ICB	ICB
438	Restencil DS3 Coax Cable	Per cable	TBD	ICB	ICB
439	Restencil Fiber Cable Block	Per 12 pair cable	TBD	ICB	ICB
440	Restencil Fiber Jumper Block	Per 4 jumpers	TBD	ICB	ICB
441	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB
442	Restencil Timing Source and tag cable	Per cable	TBD	ICB	ICB
443	Timing Record Book Update	Per element	TBD	ICB	ICB
444	Interconnection Records Update	Per element	TBD	ICB	ICB
445	Power Records Update	Per element	TBD	ICB	ICB
446					
447	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
448					
449	RATES AND CHARGES FOR				
450	POWER REDUCTION (CABLE REMOVAL)				
451	Application Fee	Per Request	TBD	ICB	ICB
452	Project Management Fee – Power Reduction(cable removal)	Per Request	TBD	ICB	ICB
453	Remove Power Cable-50AMP feed & below	Per linear foot	TBD	ICB	ICB
454	Remove Power Cable-100AMP feed & above	Per linear foot	TBD	ICB	ICB
455					

AT&T-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/CLEC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Wisconsin Current Monthly Recurring Rate	Wisconsin Current Non- Recurring Rate (Initial)
456	RATES AND CHARGES FOR				
457	POWER REDUCTION (REFUSING ONLY)				
458	Application Fee	Per Request	TBD	ICB	ICB
459	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	TBD	ICB	ICB
460	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	TBD	ICB	ICB
461	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	TBD	ICB	ICB
462	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB
463	Power Records Update	Per element	TBD	ICB	ICB
464	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
465	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	TBD	ICB	ICB
466	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB
467	Power Records Update	Per element	TBD	ICB	ICB
468	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
469					
470	RATES AND CHARGES FOR				
471	INTERCONNECTION TERMINATION REDUCTION				
472	Application Fee	Per Request	TBD	ICB	ICB
473	Project Management Fee – Interconnection Cable Reduction	Per Request	TBD	ICB	ICB
474	Remove VF/DS0 Cable	Per linear foot	TBD	ICB	ICB
475	Remove DS1 Cable	Per linear foot	TBD	ICB	ICB
476	Remove DS3 Cable (Coax)	Per linear foot	TBD	ICB	ICB
477	Remove Fiber Cables	Per linear foot	TBD	ICB	ICB
478	Remove Fiber Jumpers	Per linear foot	TBD	ICB	ICB
479					
480					

AT&T Wholesale Amendment

**AMENDMENT TO
 AGREEMENT FOR RECIPROCAL COMPENSATION FOR CMRS LOCAL CALLING IN
 WISCONSIN
 BY AND BETWEEN
 WISCONSIN BELL INCORPORATED d/b/a AT&T WISCONSIN
 AND
 VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

The Agreement for Reciprocal Compensation for CMRS Local Calling In Wisconsin, dated July 14, 1997 ("the Agreement"), by and between Wisconsin Bell Incorporated, d/b/a AT&T Wisconsin¹ ("AT&T Wisconsin"), 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 definition for the term "InterMTA Traffic". This new definition will be identified as Section 1.9 (A) and will read as follows:

1.9 (A) "InterMTA Traffic" means traffic that (a) originates on either Party's network in one MTA; and (b) is delivered across interconnection trunks; and (c) terminates on either Party's network in an MTA other than the MTA in which it originated. The Parties agree that the origination and termination points of the calls are as follows:

1.9(A).1 For AT&T Wisconsin, the origination and termination points of a call shall be the end office switches that serve the called party at the beginning and end of the call.

1.9(A).2 For Carrier, the origination and termination points of a call shall be the cell sites that serve the calling and called parties at the beginning and end of the call.

(2) The Parties also agree to add new Sections 4.1, et seq, which will read as follows:

4.1. InterMTA Traffic.

4.1.1 For the purpose of this Agreement, the Parties agree that the InterMTA Factor is two and four-tenths percent (2.4%) of the Carrier to AT&T Wisconsin (mobile-to-land) traffic delivered across interconnection trunks

4.1.2 AT&T Wisconsin and Carrier each maintain the right to notify the other Party that the existing InterMTA Factor does not accurately reflect the proportion of Carrier-originated traffic delivered to AT&T Wisconsin over interconnection trunks that is InterMTA Traffic. AT&T Wisconsin and Carrier agree to negotiate a new InterMTA Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated percentage. The revised InterMTA Factor will go into effect upon approval of such amendment by the Commission. Should AT&T Wisconsin and Carrier not reach agreement on a new InterMTA Factor within thirty (30) days of receiving notice, AT&T Wisconsin and Carrier agree to use the dispute resolution process set forth in Section 10.3, as added to the Agreement below in this Amendment.

4.1.3 For InterMTA traffic, Carrier shall pay AT&T Wisconsin the InterMTA rates specified in Attachment G. The Parties agree that any rate changes associated with switched access services will flow through to the InterMTA rates specified in Attachment G.

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

(3) The Parties agree to add Attachment G "Rates for InterMTA Traffic" (see attached) to the Agreement. Attachment G will read as follows:

Attachment G

Rates for InterMTA Traffic
WISCONSIN

InterMTA Traffic	Per Minute of Use
InterMTA Rate to be paid to <u>AT&T Wisconsin</u> by Carrier for InterMTA	\$0.005366
Mobile-to-Land calls	

(4) The Parties agree to add a new Section 10.3 Dispute Resolution. The terms for Section 10.3 Dispute Resolution are as follows:

10.3 DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or in the event of any dispute arising under this Agreement (collectively, "the Dispute"), the disputing Party shall provide notice of the Dispute to the other Party, and the Parties shall first meet and confer to discuss in good faith the Dispute and seek resolution prior to taking any action before any court or regulatory authority, or before making any public statement about or disclosing the nature of the Dispute to any third party. Such conference shall occur at the decision making level for each Party. If the Dispute is not resolved within thirty (30) days of the Parties' conference, either Party may petition the FCC or applicable Commission for a resolution of the Dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

(5) The Parties acknowledge that the underlying Agreement was executed by PrimeCo Personal Communications, L.P., which is now doing business as Verizon Wireless, and that through an amendment in 2002, the contracting Verizon Wireless entity name was changed to Verizon Wireless Cellco Partnership, d/b/a Verizon Wireless. Verizon Wireless represents and warrants that the correct entities for the underlying Agreement should be as follows, and the underlying agreement is hereby amended to correct the entities, as follows:

Verizon Wireless Personal Communications L.P. d/b/a Verizon Wireless
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and
Verizon Wireless Telecom Inc.

(6) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but, rather, shall be coterminous with such 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.

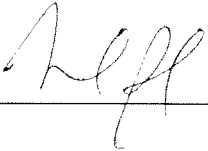
(9) This Amendment shall be filed with and is subject to approval by The Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

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

Verizon Wireless (VAW) LLC 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 # 6508

ACNA - EBA, NVC, PPM

Rates for InterMTA Traffic

WISCONSIN

InterMTA Traffic	Per Minute of Use
InterMTA Rate to be paid to AT&T Wisconsin by Carrier on InterMTA Mobile to Land calls	\$.005366

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, hereinafter referred to as "AT&T" (previously referred to as "Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin") and Verizon Wireless ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved October 23, 1997 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 replace Section 22, "Amendments or Other Changes to the Act; Reservation of Rights", with the following language:

22 Intervening Law

22.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement 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) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, 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 in accordance with Section 24 below. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2. 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, end user customer, Customer, or customer of AT&T and the Carrier's End User, end user, end user customer, Customer, or customer. All references to local traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".



3. 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.
4. 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.
5. The Parties agree to remove the Terminating InterMTA Traffic Rate and to replace the rate for 251(b)(5) Traffic per minute of use for per minute of use Type 2A and Type 2B in Attachment A, Attachment B, and Attachment D and rate per message for Type 1 in Attachment F 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 Attachment A, Attachment B, Attachment D, and Attachment F shall remain the same.
6. 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.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

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

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Telecom Inc.

Cellco Partnership d/b/a Verizon Wireless

Duluth MSA Partnership d/b/a Verizon Wireless

By Verizon Wireless (VAW) LLC, Its General Partner

MVI Corp. d/b/a Verizon Wireless

Signature: Beth Ann Drohman

Signature: Patrick Doherty

Name: Beth Ann Drohman
(Print or Type)

Name: Patrick Doherty
(Print or Type)

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

Title: Director - Regulatory
(Print or Type)

Date: 5/29/12

Date: 6-7-12

State	ACNA(s)	CMRS OCN
WISCONSIN	EBA, NVC, PPM	6508

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