

for Verizon or require it to be present during ***CLEC Acronym TXT*** test. Upon request of ***CLEC Acronym TXT***, Verizon will send a representative to accompany ***CLEC Acronym TXT*** to conduct a joint inspection at ***CLEC Acronym TXT*** cage at no charge to ***CLEC Acronym TXT***. Nothing herein shall be construed to prohibit ***CLEC Acronym TXT*** from testing at its own cage. ***CLEC Acronym TXT*** will send the results of its own audit measurements to Verizon if they are taken in response to a notice of violation under this section and if ***CLEC Acronym TXT***'s measurements differ from Verizon's.

- 1.3.6.8.4 If the second test also exceeds the applicable buffer zone, Verizon will provide ***CLEC Acronym TXT*** with written notification, within ten (10) Business Days, by certified U.S. mail to the person designated by ***CLEC Acronym TXT*** to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of Verizon technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
- 1.3.6.8.5 Verizon will maintain a file of results taken of any inspections for two (2) years and such file will be made available to ***CLEC Acronym TXT*** that was audited, upon request. Verizon will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information or is required by Applicable Law to disclose such information to a court or commission. The foregoing does not preclude Verizon from making the notice described in Section 1.3.6.8.6.
- 1.3.6.8.6 If ***CLEC Acronym TXT*** disagrees with the results of the audit, ***CLEC Acronym TXT*** will first notify Verizon. Verizon and ***CLEC Acronym TXT*** will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes set forth in this Agreement. The dispute resolution process set forth in this Agreement can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) Business Days

from receipt of the notification, in the case of violation within the buffer zone; or (2) after ***CLEC Acronym TXT*** has received notice of the second test, in the case of a violation over the buffer zone.

1.3.6.8.7 With the notification required by Section 1.3.6.8.4, Verizon will also notify ***CLEC Acronym TXT*** that it must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements in the state. ***CLEC Acronym TXT*** must submit this non-scheduled attestation within fifteen (15) Business Days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 1.3.6.11.

1.3.6.9 If the inspection reveals that the power being drawn is greater than the applicable buffer zone set forth in Section 1.3.6.7.2, then ***CLEC Acronym TXT*** shall pay Verizon for additional power, as well as make separate and additional payments to a charitable organization agreed upon by the parties ("Charity") in accordance with the following:

1.3.6.9.1 For the first such violation within the same consecutive twelve (12) month period, ***CLEC Acronym TXT*** will be billed the audited load amount for four (4) months. ***CLEC Acronym TXT*** will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. ***CLEC Acronym TXT*** must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

1.3.6.9.2 For the second such violation within the same consecutive twelve (12) month period, ***CLEC Acronym TXT*** will be billed the audited load amount for five (5) months. ***CLEC Acronym TXT*** will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. ***CLEC Acronym TXT*** must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.

- 1.3.6.9.3 For the third such violation within the same consecutive twelve (12) month period, ***CLEC Acronym TXT*** will be billed the audited load amount for six (6) months. ***CLEC Acronym TXT*** will make a separate and additional payment to the Charity, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. ***CLEC Acronym TXT*** must send notice of its Charity payment to Verizon within ten (10) calendar days of making the payment.
- 1.3.6.9.4 For more than three (3) violations within the same consecutive twelve (12) month period, Verizon will bill ***CLEC Acronym TXT*** at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received.
- 1.3.6.9.5 Verizon will notify ***CLEC Acronym TXT*** that it is being billed pursuant to this Section 1.3.6.9, designating the applicable number of months and also calculating the payment owed to the Charity, under the provisions set forth preceding.
- 1.3.6.9.6 At the conclusion of any dispute resolution proceeding, the above payments will be self-executing.
- 1.3.6.10. If ***CLEC Acronym TXT*** has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone set forth in Section 1.3.6.7.2, and the augment is late due to the fault of Verizon, the payments specified in Section 1.3.6.9 will not be imposed and the parties will not count such an instance for purposes of implementing Section 1.3.6.9.5.
- 1.3.6.11 Annually, ***CLEC Acronym TXT*** must submit a written statement signed by a responsible officer of ***CLEC Acronym TXT***, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of ***CLEC Acronym TXT***'s completed Collocation arrangements provided by Verizon in the state. If ***CLEC Acronym TXT*** fails to submit this written statement by the last day in June, Verizon will notify ***CLEC Acronym TXT*** in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused until such time as Verizon receives the required written statement by ***CLEC Acronym TXT***.

- 1.3.6.12 Whenever Verizon is required to perform work on a Collocation arrangement as a result of ***CLEC Acronym TXT***'s order for a reduction in power requirements (e.g., change in fuse size), Verizon will assess a non-recurring charge for the additional labor. The non-recurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in the Pricing Attachment.
- 1.3.6.13 If ***CLEC Acronym TXT*** orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an engineering/major augment Fee with an application, as set forth in the Pricing Attachment, subject to the terms and conditions described in Section 1.2.5. In addition, if ***CLEC Acronym TXT***'s order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the engineering/major augment fee as set forth in the Pricing Attachment applies. Verizon will work cooperatively with ***CLEC Acronym TXT*** to configure the new power distribution cables and disconnect the old ones.

1.3.7 Equipment and Facilities.

- 1.3.7.1 Purchase of Equipment. ***CLEC Acronym TXT*** will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the Collocation area. Verizon is not responsible for the design, engineering, or performance of ***CLEC Acronym TXT***'s equipment and provided facilities for Collocation. Upon installation of all transmission and power cables for Collocation services, ***CLEC Acronym TXT*** relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to Verizon.
- 1.3.7.2 Permissible Equipment. Verizon shall permit the Collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude ***CLEC Acronym TXT*** from obtaining interconnection with Verizon at a level equal in quality to that which Verizon obtains within its own network or Verizon provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude ***CLEC Acronym TXT*** from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the

equipment, as ***CLEC Acronym TXT*** seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services ***CLEC Acronym TXT*** seeks to provide to its customers by means of the interconnection or unbundled network element. The Collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on Verizon's property.

Whenever Verizon objects to Collocation of equipment by ***CLEC Acronym TXT*** for purposes within the scope of Section 251(c)(6) of the Act, Verizon shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

CLEC Acronym TXT may place in its caged Collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet Verizon premise environmental standards.

- 1.3.7.3 Specifications. Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All ***CLEC Acronym TXT*** entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Verizon services or facilities. ***CLEC Acronym TXT*** designated and installed equipment located within Verizon premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of Verizon's Network Equipment Installation Standards (Verizon Information Publication IP 72201) and Verizon's Central Office Engineering Standards (Verizon Information Publication IP 72013). Where a difference in specification

may exist, the more stringent shall apply. If there is a conflict between industry standards and Verizon's technical specifications, ***CLEC Acronym TXT*** and Verizon will make a good faith effort to resolve the difference. ***CLEC Acronym TXT*** designated facilities shall not physically, electronically or inductively interfere with the facilities of Verizon, other CLEC(s), tenant(s) or any other party. If such interference occurs, Verizon may take action as permitted under Section 1.8.

CLEC Acronym TXT equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. ***CLEC Acronym TXT*** equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher. In addition, ***CLEC Acronym TXT*** may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment. Verizon reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Agreement. In such cases, Verizon will, at its discretion, furnish to ***CLEC Acronym TXT*** written material which will specify and explain the required construction.

- 1.3.7.4 Cable. ***CLEC Acronym TXT*** is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. ***CLEC Acronym TXT*** is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing ***CLEC Acronym TXT***'s fire retardant riser cable from the cable vault to the Collocation space. Verizon is responsible for installing ***CLEC Acronym TXT*** provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If ***CLEC Acronym TXT*** provides its own fiber optic facility, then ***CLEC Acronym TXT*** shall be responsible for bringing its fiber optic cable to the Verizon premise manhole. ***CLEC Acronym TXT*** must leave sufficient cable length for Verizon to be able to fully extend such cable through to ***CLEC Acronym TXT***'s Collocation space.
- 1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. ***CLEC Acronym TXT*** will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon premise. Where ***CLEC Acronym

TXT*** is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon premise to ***CLEC Acronym TXT***'s Collocation space. Verizon is responsible for installing a cable splice, if necessary, where ***CLEC Acronym TXT*** provided fiber optic cable meets Verizon standards within the Verizon premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between ***CLEC Acronym TXT***'s facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to ***CLEC Acronym TXT***'s network. Verizon shall have the right to require ***CLEC Acronym TXT*** to terminate Collocation facilities onto a Point of Termination (POT) Bay. ***CLEC Acronym TXT*** must tag all entrance facilities to indicate ownership. ***CLEC Acronym TXT*** will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

1.3.7.7 Staging Area. For caged and cageless Collocation arrangements, ***CLEC Acronym TXT*** shall have the right to use a designated staging area, a portion of the Verizon premise and loading areas, if available, on a temporary basis during ***CLEC Acronym TXT***'s equipment installation work in the Collocation space. ***CLEC Acronym TXT*** is responsible for protecting Verizon's equipment Verizon premise walls and flooring within the staging area and along the staging route. ***CLEC Acronym TXT*** will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. ***CLEC Acronym TXT*** may also utilize a staging trailer, which can be located on the exterior premises of Verizon premise. Verizon may assess ***CLEC Acronym TXT*** a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of ***CLEC Acronym TXT***'s equipment, and with prior notice, Verizon and ***CLEC Acronym TXT*** will mutually agree to schedule a meeting prior to the turn-up phase of the equipment to ensure proper functionality between ***CLEC Acronym TXT***'s equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of ***CLEC Acronym TXT*** to provide their own monitor and test points, if required, for connection

directly to its terminal equipment. If ***CLEC Acronym TXT*** cannot attend the scheduled turn-up phase meeting for any reason, ***CLEC Acronym TXT*** must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If ***CLEC Acronym TXT*** fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge ***CLEC Acronym TXT*** additional labor rates set forth in the Pricing Attachment for subsequent turn-up meetings with ***CLEC Acronym TXT*** which are required to complete the turn-up phase of the Collocation arrangement.

1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between ***CLEC Acronym TXT*** and another CLEC, provides a dedicated electrical or optical path between Collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by ***CLEC Acronym TXT*** and agreed to by Verizon. Verizon will offer DTS to ***CLEC Acronym TXT*** as long as such access is technically feasible.

DTS is only available when both Collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Verizon premises, provided that the collocated equipment is used for interconnection with Verizon and/or for access to the Verizon's unbundled network elements. Verizon shall provide such DTS connections from ***CLEC Acronym TXT***'s Collocation arrangement to another Collocation arrangement of ***CLEC Acronym TXT*** within the same Verizon premises, or to a Collocation arrangement of another CLEC in the same Verizon premises. DTS is provided at the same transmission level from ***CLEC Acronym TXT*** to another CLEC.

The DTS arrangement requires ***CLEC Acronym TXT*** to provide cable assignment information for itself as well as for the other CLEC. Verizon will not make cable assignments for DTS. ***CLEC Acronym TXT*** is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a DTS request, ***CLEC Acronym TXT*** must submit an Access Service Request (ASR) and a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with ***CLEC Acronym TXT***.

1.3.7.10 Optical Facility Terminations. If ***CLEC Acronym TXT*** requests access to unbundled dark fiber interoffice facilities, ***CLEC Acronym TXT*** may apply for a fiber optic

patchcord connection(s) between Verizon's fiber distribution panel (FDP) and ***CLEC Acronym TXT***'s collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber and Dedicated Transit Service.

- 1.3.7.11 Non-Compliant Installations and Operations. If at any time Verizon reasonably determines that either ***CLEC Acronym TXT***'s Collocation equipment or it's engineering and installation do not meet the requirements outlined in this Attachment, ***CLEC Acronym TXT*** will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If ***CLEC Acronym TXT*** fails to correct any non-compliance with these standards within thirty (30) days' written notice to ***CLEC Acronym TXT***, Verizon may have the equipment removed or the condition corrected at ***CLEC Acronym TXT*** expense. If, during the installation phase, Verizon reasonably determines that any ***CLEC Acronym TXT*** designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, Verizon has the right to immediately stop the work until the problem is corrected to Verizon's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of Verizon employees, interferes with the performance of Verizon's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of Verizon, Verizon may perform such work and/or take such action that Verizon deems necessary without prior notice to ***CLEC Acronym TXT***. The reasonable cost of said work and/or actions shall be borne by ***CLEC Acronym TXT***. Verizon reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to ***CLEC Acronym TXT*** if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If ***CLEC Acronym TXT*** equipment poses an immediate safety threat, ***CLEC Acronym TXT*** shall remove the equipment immediately.

- 1.3.8 Access to Collocation Space. Verizon will permit ***CLEC Acronym TXT***'s employees, agents, and contractors approved by Verizon to have direct access to ***CLEC Acronym TXT***'s caged and cageless Collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. ***CLEC Acronym TXT***'s employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to ***CLEC Acronym TXT***, to access ***CLEC Acronym TXT***'s collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where ***CLEC Acronym TXT*** shares a common entrance to the Verizon premise with

Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any ***CLEC Acronym TXT*** employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

- 1.3.9 Network Outage, Damage and Reporting. ***CLEC Acronym TXT*** shall be responsible for: (a) any damage or network outage occurring as a result of ***CLEC Acronym TXT*** owned or ***CLEC Acronym TXT*** designated termination equipment in Verizon premise; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; (d) notifying Verizon of significant outages which could impact or degrade Verizon's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to ***CLEC Acronym TXT*** service.

Verizon will make every effort to contact ***CLEC Acronym TXT*** in the event ***CLEC Acronym TXT*** equipment disrupts the network. If Verizon is unable to make contact with ***CLEC Acronym TXT***, Verizon shall temporarily disconnect ***CLEC Acronym TXT***'s service, as provided in Section 1.3.11.

1.3.10 Security Requirements.

- 1.3.10.1 Security Measures. ***CLEC Acronym TXT*** agrees that its employees/vendors with access to Verizon premise shall at all times adhere to the rules of conduct established by Verizon for the Verizon premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide ***CLEC Acronym TXT*** with written notice of such changes. Where applicable, Verizon will provide information to ***CLEC Acronym TXT*** on the specific type of security training required so ***CLEC Acronym TXT***'s employees can complete such training.

CLEC Acronym TXT will maintain with Verizon a list of all ***CLEC Acronym TXT*** employees who are currently authorized by ***CLEC Acronym TXT*** to access its caged and cageless Collocation space and will include social security numbers of all such individuals. ***CLEC Acronym TXT*** will also maintain with Verizon a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless Collocation space. Only those individuals approved by Verizon will be allowed access to Verizon premises and caged and cageless Collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All ***CLEC Acronym TXT*** personnel must obtain and prominently display a

valid non-employee Verizon identification card. Former employees of Verizon will be given access to Verizon premises by ***CLEC Acronym TXT*** in accordance with the Verizon's normal security procedures applicable to any Vendor(s) or Contractor(s) on Verizon's premises. Verizon reserves the right to revoke any identification badge and/or access card of any ***CLEC Acronym TXT*** employee or agent found in violations of the terms and conditions set forth herein.

CLEC Acronym TXT must follow Verizon's security guidelines, which are published on Verizon's web site. Verizon may suspend a ***CLEC Acronym TXT*** employee or agent from Verizon's premises if his/her actions materially affect the safety and/or integrity of Verizon's network or the safety of Verizon or other ***CLEC Acronym TXT*** employees/agents. Unless ***CLEC Acronym TXT*** employee or agent poses an immediate threat to Verizon or other CLECs, Verizon will provide ***CLEC Acronym TXT*** with a written explanation of violations committed by the ***CLEC Acronym TXT*** employee or agent four (4) Business Days prior to suspending ***CLEC Acronym TXT*** employee or agent from Verizon premises. ***CLEC Acronym TXT*** will have two (2) Business Days to respond to Verizon's notification. Any such employee or agent may later be allowed readmission to Verizon premises on mutually agreeable terms. Nothing in this section, however, restricts Verizon's authority to bar the ***CLEC Acronym TXT*** employee or agent from Verizon premises for violating Verizon's security guidelines.

- 1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon premise. Verizon reserves the right to deny access to Verizon buildings and/or outside facility structures for any ***CLEC Acronym TXT*** employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of ***CLEC Acronym TXT*** are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to Verizon buildings and/or outside facility structures for ***CLEC Acronym TXT***'s employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. ***CLEC Acronym TXT*** employees, agents or contractors who meet Verizon's established security standards will be provided access to ***CLEC Acronym TXT***'s caged and cageless Collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If ***CLEC Acronym TXT*** employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe ***CLEC Acronym TXT***

employee(s), agent(s) or contractor(s) at no cost to ***CLEC Acronym TXT***. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require ***CLEC Acronym TXT*** employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that ***CLEC Acronym TXT*** employees or contractors access collocated equipment only through a separate entrance, employees and contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

Verizon may construct or require the construction of a separate entrance to access caged and cageless Collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay Collocation provisioning; and (iv) Construction of a separate entrance will not materially increase ***CLEC Acronym TXT***'s Collocation costs.

- 1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for ***CLEC Acronym TXT*** for each Verizon premise for the purpose of installation, maintenance and repair of ***CLEC Acronym TXT***'s caged and cageless Collocation equipment. All ***CLEC Acronym TXT*** employees, agents and contractors requesting access to the Verizon premise are required to have a photo identification card, which identifies the person by name and the name of ***CLEC Acronym TXT***. The ID must be worn on the individual's exterior clothing while on or at Verizon premises. Verizon will provide ***CLEC Acronym TXT*** with instructions and necessary access cards or keys to obtain access to Verizon premises. ***CLEC Acronym TXT*** is required to immediately notify Verizon by the most expeditious means, when any ***CLEC Acronym TXT***'s employee, agent or contractor with access privileges to Verizon premises is no longer in its employ, or when keys, access cards or other means of obtaining access to Verizon premises are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. ***CLEC Acronym TXT*** is responsible for the immediate retrieval and return to Verizon of all keys, access cards or other means of obtaining access to Verizon premises upon termination of employment of ***CLEC Acronym TXT***'s

employee and/or termination of service. ***CLEC Acronym TXT*** shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of ***CLEC Acronym TXT*** or ***CLEC Acronym TXT***'s employee, agent or contractor to return to Verizon.

- 1.3.11 Emergency Access. ***CLEC Acronym TXT*** is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. ***CLEC Acronym TXT*** will provide access to its Collocation space at all times to allow Verizon to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Verizon regulations and standards related to fire, safety, health and environment safeguards. Verizon will attempt to notify ***CLEC Acronym TXT*** in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to ***CLEC Acronym TXT*** as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact ***CLEC Acronym TXT***'s facilities or equipment and its ability to provide service. Verizon will restrict access to ***CLEC Acronym TXT***'s Collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. Verizon reserves the right, without prior notice, to access ***CLEC Acronym TXT***'s Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by ***CLEC Acronym TXT*** or ***CLEC Acronym TXT***'s equipment upon the operation of Verizon's or another CLEC's equipment, facilities and/or employees located outside ***CLEC Acronym TXT***'s Collocation space. Verizon will notify ***CLEC Acronym TXT*** as soon as possible when such an event has occurred. In case of a Verizon work stoppage, ***CLEC Acronym TXT***'s employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect ***CLEC Acronym TXT***'s access to its premises, or ability to provide service. ***CLEC Acronym TXT*** will notify Verizon point of contact of any work stoppages by ***CLEC Acronym TXT*** employees.

1.4 Space Requirements.

- 1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon premise runs out of caged and cageless Collocation space. This information will be listed at the following public internet URL: <http://www.verizon.com/regulatory>. Where Verizon has denied caged and cageless Collocation requests at a Verizon premise due to space limitations or other technical reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and

describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and (b) allow ***CLEC Acronym TXT*** to tour the entire premises of the Verizon premise, without charge, within ten (10) calendar days of the tour request.

- 1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged Collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and ***CLEC Acronym TXT***. The minimum amount of floor space available to ***CLEC Acronym TXT*** at the time of the initial application will be twenty-five (25) square feet of caged Collocation space or one (1) single bay in the case of cageless Collocation. The maximum amount of space available in a specific Verizon premise to ***CLEC Acronym TXT*** will be limited to the amount of existing suitable space which is technically feasible to support the Collocation arrangement requested. Existing suitable space is defined as available space in a Verizon premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation services. Additional space to provide for caged, cageless and/or adjacent Collocation will be provided on a per request basis, where available. Additional space can be requested by ***CLEC Acronym TXT*** by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in the Pricing Attachment. Verizon will not be required to lease additional space when available space has been exhausted.
- 1.4.3 Use of Space. Verizon and ***CLEC Acronym TXT*** will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, ***CLEC Acronym TXT*** shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's premises. ***CLEC Acronym TXT*** shall use the Collocation space solely for the purposes of installing, maintaining and operating ***CLEC Acronym TXT***'s equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. ***CLEC Acronym TXT*** shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of Verizon. The Collocation space may not be used for administrative purposes and may not be used as ***CLEC Acronym TXT***'s employee(s) work location, office or retail space, or storage. The Collocation space shall not be used as ***CLEC Acronym TXT***'s mailing or shipping address.
- 1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve Collocation space for their own future use. If the remaining vacant floor space within a Verizon premise is reserved for Verizon's own specific future use, the Verizon premise will be exempt from future caged and cageless Collocation requests. ***CLEC Acronym TXT*** shall not be permitted to reserve Verizon

premise cable space or conduit system. If new conduit is required, Verizon will negotiate with ***CLEC Acronym TXT*** to determine an alternative arrangement for the specific location. ***CLEC Acronym TXT*** will be allowed to reserve Collocation space for its caged/cageless arrangements based on ***CLEC Acronym TXT***'s documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless Collocation bays may not be used solely for the purpose of storing ***CLEC Acronym TXT*** equipment.

1.4.5 Collocation Space Report. Upon request by ***CLEC Acronym TXT*** and upon ***CLEC Acronym TXT*** signing a Collocation nondisclosure agreement, Verizon will make available a Collocation space report with the following information for the Verizon premise requested:

- 1.4.5.1 Detailed description and amount of caged and cageless Collocation space available;
- 1.4.5.2 Number of telecommunications carriers with existing Collocation arrangements;
- 1.4.5.3 Modifications of the use of space since the last Collocation space report requested; and,
- 1.4.5.4 Measures being taken, if any, to make additional Collocation spaces available.

The Collocation space report is not required prior to the submission of a Collocation application for a specific Verizon premise in order to determine Collocation space availability for the Verizon premise. The Collocation space report will be provided to ***CLEC Acronym TXT*** within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A Collocation space report fee contained in the Pricing Attachment will be assessed per request and per Verizon premise.

1.4.6 Reclamation. When initiating an application form, ***CLEC Acronym TXT*** must have started installing equipment approved for Collocation at Verizon premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date ***CLEC Acronym TXT*** accepts the Collocation arrangement. If ***CLEC Acronym TXT*** does not utilize its Collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused Collocation space to accommodate another CLEC's request or Verizon's future space requirements. Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse ***CLEC Acronym TXT*** for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. ***CLEC Acronym TXT*** may seek

Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

1.5.1 Rate Sheet. The rates for Verizon's Collocation services provided pursuant to this Agreement are set forth in the Pricing Attachment only to the extent that there are no corresponding rates in an applicable Verizon Collocation Tariff that has been filed with the Commission and become effective. If there is a Verizon Collocation Tariff that has been filed with the Commission and become effective, the rates in such Tariff shall apply and the rates set forth in the Pricing Attachment shall not apply.

1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation Tariff with the Commission with provisions addressing any of the rates specified in this Agreement. Any such Tariff, when it becomes effective, shall supersede and replace the corresponding rates set forth in the Pricing Attachment and such rates specified in the Pricing Attachment shall cease to be effective. Notwithstanding anything in this Agreement to the contrary, the rates identified in this Collocation Attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.

1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to ***CLEC Acronym TXT*** when Verizon provides ***CLEC Acronym TXT*** access to the caged, cageless or adjacent Collocation arrangement or completes installation of the virtual Collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

In addition to their other respective indemnification and liability obligations set forth in this Agreement, each party shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control. The fact that a provision appears in another part of the Agreement but not in this Attachment, or in this Attachment and not in another part of the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict.

1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the preceding and to the provisions following, with respect to any claim or suit, by ***CLEC Acronym TXT*** or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by

- Verizon for the service for the period during which service was affected.
- 1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- 1.6.3 Verizon is not liable for damages to ***CLEC Acronym TXT*** premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.
- 1.6.4 Verizon shall be indemnified, defended and held harmless by ***CLEC Acronym TXT*** and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, involving:
- 1.6.4.1 All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of ***CLEC Acronym TXT*** or its end user in connection with facilities provided by Verizon, ***CLEC Acronym TXT***, or the end user; or
- 1.6.4.2 Verizon shall not be liable to ***CLEC Acronym TXT*** or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.
- 1.6.5 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by ***CLEC Acronym TXT*** from any and all claims by any person relating to ***CLEC Acronym TXT***'s use of services so provided.
- 1.6.6 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.
- 1.6.7 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.
- 1.6.8 Verizon shall not be liable for any act or omission of any other entity furnishing to ***CLEC Acronym TXT*** facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of ***CLEC Acronym TXT*** or ***CLEC Acronym TXT*** end user, or due to the failure of equipment, facilities, or services provided by ***CLEC Acronym TXT*** or its end user.

- 1.6.9 Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- 1.6.10 ***CLEC Acronym TXT*** shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by ***CLEC Acronym TXT*** or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of ***CLEC Acronym TXT***'s equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of Verizon's central office(s), or by any act or omission of Verizon, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Verizon. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

Verizon shall indemnify, defend and save harmless ***CLEC Acronym TXT*** from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Verizon or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by Verizon's provision of service within or on the exterior of the central office of by an act or omission of ***CLEC Acronym TXT***, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of ***CLEC Acronym TXT***.

- 1.6.11 ***CLEC Acronym TXT*** shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by ***CLEC Acronym TXT***, and/or acts by ***CLEC Acronym TXT***, its employees, agents or contractors.
- 1.6.12 ***CLEC Acronym TXT*** shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to ***CLEC Acronym TXT*** installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.13 ***CLEC Acronym TXT*** represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance,

rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. ***CLEC Acronym TXT*** shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by ***CLEC Acronym TXT***, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

1.6.14 Verizon represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Verizon shall indemnify, defend, and hold harmless ***CLEC Acronym TXT***, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by Verizon, its directors, officers and employees, servants, agents, affiliates and parent.

1.6.15 Verizon and ***CLEC Acronym TXT*** shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

1.7 Casualty.

1.7.1 If the Collocation equipment location or any part thereof is damaged by fire or other casualty, ***CLEC Acronym TXT*** shall give immediate notice thereof to Verizon. The terms and conditions of this Attachment shall remain in full force and effect with the following modifications:

1.7.1.1 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by Verizon, the damages thereto shall be repaired by and at the expense of Verizon. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocation equipment location which is usable. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform ***CLEC Acronym TXT*** of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to ***CLEC Acronym TXT*** as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.2 If the Collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other

casualty caused by Verizon, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored by Verizon. Verizon reserves the right to elect not to restore the Collocation equipment location under the conditions specified in 1.8.2. If Verizon elects to restore the Collocation equipment location, Verizon shall inform ***CLEC Acronym TXT*** of its plans to repair/restore the Collocation equipment location as soon as it is practicable and will work in good faith to restore service to ***CLEC Acronym TXT*** as soon as possible. Verizon shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control.

1.7.1.3 If the Collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of Verizon or ***CLEC Acronym TXT***, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by ***CLEC Acronym TXT*** in its Collocation arrangement must be done by a Verizon-approved contractor and must be approved in advance by Verizon. Verizon reserves the right to discontinue ***CLEC Acronym TXT***'s Collocation equipment location or any part thereof under the conditions specified in 1.8.2.

1.7.1.4 If the Collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by ***CLEC Acronym TXT***, the liability and indemnification provisions of this Attachment shall apply and Verizon may terminate ***CLEC Acronym TXT*** Collocation arrangement immediately.

1.7.2 If the Collocation equipment location or any part thereof is rendered wholly unusable through no fault of ***CLEC Acronym TXT***, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Verizon shall decide to demolish it or to rebuild it, then, in any of such events, Verizon may elect to discontinue ***CLEC Acronym TXT*** Collocation equipment location or any part thereof. In this event, Verizon will provide ***CLEC Acronym TXT*** with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** must vacate the premises by the date specified in the notice. Verizon's rights against ***CLEC Acronym TXT*** under this Attachment prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges

made by ***CLEC Acronym TXT***, which were on account of any period subsequent to such date shall be returned to ***CLEC Acronym TXT***.

- 1.7.3 After any such casualty and upon request by Verizon, ***CLEC Acronym TXT*** shall remove from the Collocation equipment location and other associated space, as promptly as reasonably possible, all of ***CLEC Acronym TXT*** salvageable inventory and movable equipment, furniture and other property.
- 1.7.4 In the event non-recurring and/or recurring charges were suspended pursuant to 1.8.1, ***CLEC Acronym TXT*** liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by ***CLEC Acronym TXT*** or thirty (30) days after written notice from Verizon that the Collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.
- 1.7.5 Nothing contained in these provisions shall relieve ***CLEC Acronym TXT*** from liability that may exist as a result of damage from fire or other casualty.
- 1.7.6 Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, Verizon and ***CLEC Acronym TXT*** each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
- 1.7.7 Verizon will not carry insurance on the ***CLEC Acronym TXT*** furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by ***CLEC Acronym TXT*** and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

1.8 Implementation and Termination of Service.

- 1.8.1 Implementation of Collocation Charges. Verizon shall provide ***CLEC Acronym TXT*** with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the Collocation arrangement. Verizon shall also provide a notice that will remind ***CLEC Acronym TXT*** of the Scheduled Completion Date and will request ***CLEC Acronym TXT*** to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of ***CLEC Acronym TXT*** to utilize the completed Collocation arrangement.
- 1.8.1.1 Collection of Non-Recurring Charges. The initial payment of non-recurring charges (NRCs) shall be due and payable in accordance with Section 1.3.3. ***CLEC Acronym TXT*** shall pay the balance of the NRCs ("NRC Balance") upon

CLEC Acronym TXT acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first.

1.8.1.2 Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the Collocation arrangement or thirty (30) calendar days after the Collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.8).

1.8.1.3 Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a Collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a Collocation arrangement must notify Verizon in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for Verizon to delay billing of monthly recurring charges for the applicable Collocation arrangement, ***CLEC Acronym TXT*** must remit the NRC Balance to Verizon for the Collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by Verizon until the space for the Collocation arrangement is accepted by ***CLEC Acronym TXT*** or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if ***CLEC Acronym TXT*** terminates its Collocation arrangement, the termination shall be governed by Section 1.8.4.

If Verizon ascertains the space for the Collocation arrangement is needed to satisfy another CLEC's Collocation request prior to the end of the six (6) month extension period, Verizon will notify ***CLEC Acronym TXT*** that its Collocation space has been requested by another CLEC. ***CLEC Acronym TXT*** will have up to five (5) Business Days after the notification to retain the Collocation space by notifying Verizon in writing that it desires to keep the space ("Retention Notice"). If ***CLEC Acronym TXT*** retains the Collocation space, monthly recurring charges shall commence for ***CLEC Acronym TXT*** thirty (30) calendar days after ***CLEC Acronym TXT*** sends the Retention Notice or when ***CLEC Acronym TXT*** accepts the space, whichever comes first.

1.8.2 Grounds for Termination by Verizon. Failure by ***CLEC Acronym TXT*** to comply with the terms and conditions of this Attachment, including nonpayment of rates and charges, may result in termination of Collocation service. In addition to the other grounds for termination of Collocation services set forth herein, Verizon reserves the right to terminate such services upon thirty (30) calendar days notice in the event ***CLEC Acronym TXT***: (a) is not in conformance with provisions of this Attachment or other Company standards and requirements; and/or (b) imposes continued disruption and threat of

harm to Company employees and/or network, or Verizon's ability to provide service to other CLECs.

Verizon also reserves the right to terminate such services, without prior notice, in the event ***CLEC Acronym TXT***'s Collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of Verizon's equipment and facilities or to Company employees located outside ***CLEC Acronym TXT***'s Collocation space.

Verizon reserves the right to inspect ***CLEC Acronym TXT***'s Collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If Verizon determines that the Collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), Verizon reserves the right to terminate ***CLEC Acronym TXT***'s Collocation service upon thirty (30) calendar days notice.

If Verizon elects to terminate a Collocation arrangement pursuant to this section, the termination shall be governed by Section 1.8.4.

1.8.3 Termination by CLEC. ***CLEC Acronym TXT*** must notify Verizon in writing of its plans to terminate a Collocation arrangement ("CLEC Termination Notice"), and such ***CLEC Acronym TXT*** termination shall be governed by this Section.

1.8.3.1 Termination After Completion. If ***CLEC Acronym TXT*** elects to terminate an existing Collocation arrangement after a Collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after Verizon's receipt of ***CLEC Acronym TXT*** Termination Notice. If CLEC terminates a Collocation arrangement under this section, the termination shall be governed by Section 1.8.4 and ***CLEC Acronym TXT*** remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.8.1. If the Collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, ***CLEC Acronym TXT*** shall include a list of any such owners and secured parties in ***CLEC Acronym TXT*** Termination Notice.

1.8.3.2 Termination Prior to Completion. If ***CLEC Acronym TXT*** elects to terminate a request for Collocation when construction is in progress and prior to completion of the Collocation arrangement, the termination will be effective upon Verizon's receipt of ***CLEC Acronym TXT*** Termination Notice. For all non-recurring charges associated with providing the Collocation arrangement, ***CLEC Acronym TXT*** will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to Business Days measured from Verizon's

receipt of a complete application from ***CLEC Acronym TXT***);

- 1.8.3.2.1 Effective date of ***CLEC Acronym TXT*** termination on or between Days 1 to 15, ***CLEC Acronym TXT*** owes 20% of non-recurring charges.
- 1.8.3.2.2 Effective date of ***CLEC Acronym TXT*** termination on or between Days 16 to 30, ***CLEC Acronym TXT*** owes 40% of non-recurring charges.
- 1.8.3.2.3 Effective date of ***CLEC Acronym TXT*** termination on or between Days 31 to 45, ***CLEC Acronym TXT*** owes 60% of non-recurring charges.
- 1.8.3.2.4 Effective date of ***CLEC Acronym TXT*** termination on or between Days 46 to 60, ***CLEC Acronym TXT*** owes 80% of non-recurring charges.
- 1.8.3.2.5 Effective date of ***CLEC Acronym TXT*** termination after Day 60, ***CLEC Acronym TXT*** owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by ***CLEC Acronym TXT***, any refunds are due ***CLEC Acronym TXT***, such refunds shall be applied first as a credit to any accounts with balances owed by ***CLEC Acronym TXT*** to Verizon, with any remaining refund amount issued to ***CLEC Acronym TXT***.

Engineering/major augment fees submitted with the application will not be refunded. ***CLEC Acronym TXT*** Termination Notice must be received by Verizon prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

1.8.4 Effects of Termination. If Verizon or ***CLEC Acronym TXT*** terminates a Collocation arrangement under the terms and conditions of this Attachment, the following provisions shall apply:

- 1.8.4.1 Equipment Removal and Monthly Recurring Charges. ***CLEC Acronym TXT*** shall disconnect and remove its equipment from the designated Collocation space by the effective date of the termination. Upon removal by ***CLEC Acronym TXT*** of all its equipment from the Collocation space, if ***CLEC Acronym TXT*** does not restore the Collocation space to its original condition at time of occupancy, ***CLEC Acronym TXT*** will reimburse Verizon for the cost to do so. Due to physical and technical constraints, removal of ***CLEC Acronym TXT*** entrance facility cable will be at Verizon's option. ***CLEC Acronym TXT*** shall reimburse Verizon for all costs Verizon incurs to decommission DC Power and transmission cable terminations previously applied for by ***CLEC Acronym

TXT***. Verizon reserves the right to remove ***CLEC Acronym TXT***'s equipment if ***CLEC Acronym TXT*** fails to remove and dispose of the equipment by the effective date of the termination. ***CLEC Acronym TXT*** will be charged the appropriate additional labor charge in the Pricing Attachment for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to ***CLEC Acronym TXT*** until the effective date of the termination or, at Verizon discretion, until any later date up to the date that all equipment is removed and the Collocation space is restored to its original condition at space turnover.

1.8.4.2 Refund of Non-Recurring Charges. If Verizon or ***CLEC Acronym TXT*** has terminated a Collocation arrangement pursuant to Sections 1.8.2 and 1.8.3 and ***CLEC Acronym TXT*** ("original CLEC") has paid a non-recurring charge(s) for an asset in a Collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), ***CLEC Acronym TXT*** will receive a refund from Verizon for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If Verizon uses an asset for which ***CLEC Acronym TXT*** paid a non-recurring charge, Verizon will make a pro rata refund of such paid non-recurring charges to ***CLEC Acronym TXT***. For purposes of calculating prorated refunds to ***CLEC Acronym TXT***, Verizon will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by ***CLEC Acronym TXT*** to Verizon, and any remaining refund amount will be issued to ***CLEC Acronym TXT***. Engineering/major augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

1.8.5 Closure, Decommissioning or Sale of Premises. Collocation arrangements will automatically terminate if the premise in which the Collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to ***CLEC Acronym TXT*** of events which may lead to the automatic termination of any such arrangement pursuant to the terms and conditions of this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to ***CLEC Acronym TXT*** as soon as practicable. Verizon will work with ***CLEC Acronym TXT*** to identify alternate Collocation arrangements. Verizon will work cooperatively with ***CLEC Acronym TXT*** to minimize any potential for service interruption resulting from such actions.

1.8.6 Miscellaneous. Verizon retains ownership of Verizon premise floor space, adjacent land and equipment used to provide all forms of Collocation. Verizon reserves for itself and its successors and assignees, the right to utilize the Verizon premises' space in such a manner as will best enable it to fulfill Verizon's service requirements.

CLEC Acronym TXT does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in Verizon's premise facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that ***CLEC Acronym TXT*** requires use of a Verizon local exchange line, ***CLEC Acronym TXT*** must order a business local exchange access line (B1). ***CLEC Acronym TXT*** may not use Verizon official lines.

1.9 Virtual Collocation.

Unless otherwise specified in this Section 1.9, the provisions contained in other sections of the Collocation Attachment shall apply to virtual Collocation.

- 1.9.1 Description. Under virtual Collocation, Verizon installs and maintains ***CLEC Acronym TXT*** provided equipment, which is dedicated to the exclusive use of ***CLEC Acronym TXT*** in a Collocation arrangement. ***CLEC Acronym TXT*** provides fiber-optic facilities through Verizon entrance manholes for connection to ***CLEC Acronym TXT*** virtually collocated transmission equipment that provides interconnection to Verizon facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, Verizon shall assume ownership of and maintain the fiber. From this manhole toward ***CLEC Acronym TXT***'s location, the fiber optic cable remains ***CLEC Acronym TXT***'s responsibility, with ***CLEC Acronym TXT*** performing all servicing and maintaining full ownership. If ***CLEC Acronym TXT*** is purchasing Verizon provided unbundled interoffice facilities as transport, ***CLEC Acronym TXT*** entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual Collocation arrangement using Verizon designated cable assignments, not channel assignments.

Virtual Collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual Collocation is requested.

If ***CLEC Acronym TXT*** requests virtual Collocation of equipment other than the standard virtual arrangement, ***CLEC Acronym TXT*** and Verizon will mutually agree upon the type of equipment to be virtually collocated.

- 1.9.2 Implementation Intervals and Planning. Verizon and ***CLEC Acronym TXT*** shall work cooperatively to jointly plan the implementation milestones. Verizon and ***CLEC Acronym TXT*** shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the ***CLEC Acronym TXT***-provided transmission equipment and for training.

Verizon will notify ***CLEC Acronym TXT*** of issues or unanticipated delays, as they become known. Verizon and ***CLEC Acronym

TXT*** shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is 76 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. ***CLEC Acronym TXT*** shall deliver the virtual Collocation equipment to Verizon premises by Business Day forty (40). Verizon and ***CLEC Acronym TXT*** shall work cooperatively to schedule each site on a priority-based order. Verizon and ***CLEC Acronym TXT*** shall mutually agree upon intervals for non-standard arrangements.

1.9.3 Transmission Failure. ***CLEC Acronym TXT*** shall be responsible for monitoring and reporting signal loss to Verizon. In the event of a transmission failure, ***CLEC Acronym TXT*** shall be responsible for initial trouble isolation as set forth in Section 1.9.9, regardless of whether the fiber span is equipped with optical regeneration equipment.

1.9.4 Accommodations. Upon receipt of a completed application and associated virtual engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify ***CLEC Acronym TXT*** within eight (8) Business Days of the results of this review and site survey.

The dedicated terminal equipment inside Verizon's premises shall be provided by ***CLEC Acronym TXT*** and leased to Verizon for the sum of one dollar after successful installation and equipment testing by Verizon. The term of the operating lease will run for the duration of the virtual Collocation arrangement, at which time ***CLEC Acronym TXT*** will remove the equipment. ***CLEC Acronym TXT*** will retain ownership of this equipment inside the premises. Verizon will operate and maintain exclusive control over this equipment inside the premises.

Where Verizon uses approved contractors for installation, maintenance or repair of virtual Collocation arrangements, ***CLEC Acronym TXT*** may hire the same approved contractors directly for installation, maintenance or repair of ***CLEC Acronym TXT*** designated equipment.

Where Verizon does not use contractors, ***CLEC Acronym TXT*** designated equipment and ***CLEC Acronym TXT*** provided facilities used in the provision of virtual Collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair ***CLEC Acronym TXT*** designated equipment under the same timeframe and standards as its own equipment.

CLEC Acronym TXT personnel are not allowed on Verizon premises to maintain and repair on virtual Collocation equipment.

Verizon shall monitor local premises and environmental alarms to support the equipment. Verizon will notify ***CLEC Acronym TXT*** if a local office alarm detects an equipment affecting condition.

Verizon will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual Collocation arrangement. All installations into the cable entrance facility are performed by Verizon personnel or its agents.

No virtual Collocation arrangement will be placed in service by Verizon until necessary training has been completed (refer to Section 1.9.11).

1.9.5 Plug-ins and Spare Cards. When a plug-in/card is determined by Verizon to be defective, Verizon will label the plug-in as defective and place it in ***CLEC Acronym TXT***-dedicated plug-in/card storage cabinet. ***CLEC Acronym TXT*** will be notified as the plug-in/card is replaced.

Verizon will not provide spare plug-ins/cards under any circumstances, nor is Verizon responsible for ***CLEC Acronym TXT***'s failure to replace defective plug-ins/cards. Verizon shall not be held responsible if ***CLEC Acronym TXT*** provides an inadequate supply of plug-ins/cards. Verizon will segregate and secure ***CLEC Acronym TXT***-provided maintenance spares in ***CLEC Acronym TXT***-provided spare plug-in/card cabinet.

CLEC Acronym TXT shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, ***CLEC Acronym TXT*** shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and ***CLEC Acronym TXT***, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by ***CLEC Acronym TXT*** prior to delivery to Verizon.

In addition to maintenance spares, ***CLEC Acronym TXT*** will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from Verizon that a plug-in/card has been replaced, ***CLEC Acronym TXT*** is then responsible to contact the Verizon operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, ***CLEC Acronym TXT*** shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to Verizon's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual Collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and ***CLEC Acronym TXT***.

- 1.9.6 Safety and Technical Standards. Verizon reserves all rights to terminate, modify or reconfigure the provision of service to ***CLEC Acronym TXT*** if, in the discretion of Verizon, provision of service to ***CLEC Acronym TXT*** may in any way interfere with or adversely affect Verizon's network or its ability to service other CLECs.

All ***CLEC Acronym TXT*** equipment to be installed in Verizon premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and Verizon's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.

It is ***CLEC Acronym TXT***'s responsibility to demonstrate and provide to Verizon adequate documentation from an accredited source certifying compliance. ***CLEC Acronym TXT*** equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

CLEC Acronym TXT equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. ***CLEC Acronym TXT*** may install equipment that has been deployed by Verizon for five years or more with a proven safety record.

All ***CLEC Acronym TXT***'s entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with Verizon's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

- 1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates ***CLEC Acronym TXT***'s circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by Verizon under the direction of ***CLEC Acronym TXT***.

- 1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.
- 1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact ***CLEC Acronym TXT*** at the number provided and service the equipment as instructed and directed by ***CLEC Acronym TXT***.
- 1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward ***CLEC Acronym TXT***'s location the fiber optic cable remains ***CLEC Acronym TXT***'s responsibility, with ***CLEC Acronym TXT*** performing all servicing and maintaining full ownership.

CLEC Acronym TXT has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, ***CLEC Acronym TXT*** will not enter Verizon's premises under virtual Collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by ***CLEC Acronym TXT***. A clear distinction must be made by ***CLEC Acronym TXT*** when submitting reports of troubles on Verizon services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Verizon technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 1.9.11).

When ***CLEC Acronym TXT*** isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, ***CLEC Acronym TXT*** shall enter a trouble ticket with Verizon. ***CLEC Acronym TXT*** shall provide standard trouble information, including the virtual Collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of ***CLEC Acronym TXT***'s technician/contact.

Responses to all equipment servicing needs will be at ***CLEC Acronym TXT***'s direction. Maintenance will not be performed without ***CLEC Acronym TXT***'s direct instruction and authorization.

If ***CLEC Acronym TXT*** is providing its own transport fiber for the virtual Collocation arrangement, ***CLEC Acronym TXT*** will arrange placement of the fiber into manhole zero with enough length (as designated by Verizon) to reach the virtual Collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by ***CLEC Acronym TXT***. Verizon technicians will perform the instructed activities on the equipment as specifically directed by ***CLEC Acronym TXT***.

CLEC Acronym TXT shall provide, own, and operate the terminal equipment at their site outside Verizon's premises.

- 1.9.11 Use of Non-Standard Equipment. When ***CLEC Acronym TXT*** requests a virtual Collocation arrangement consisting of equipment which Verizon does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, ***CLEC Acronym TXT*** shall be responsible for training 50%, but no fewer than five, of Verizon technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that Verizon does not have at the premises involved must be provided by ***CLEC Acronym TXT*** with adequate manufacturer's training.

CLEC Acronym TXT is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual Collocation arrangement to ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** shall also pay for Verizon technicians' time subject to rates contained in the Pricing Attachment. When travel is required, travel expenses associated with training will be charged to ***CLEC Acronym TXT*** based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. ***CLEC Acronym TXT*** also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, ***CLEC Acronym TXT*** must provide secondary training subject to the provisions contained herein.

- 1.9.12 Additions and Rearrangements. Once ***CLEC Acronym TXT*** has established a virtual Collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual Collocation arrangement. If ***CLEC Acronym TXT*** decides to rearrange an existing virtual Collocation arrangement, ***CLEC Acronym TXT*** must submit a new application outlining the details of the rearrangement along with a virtual engineering/major augment fee.

- 1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., non-recurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual Collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of ***CLEC Acronym TXT*** to utilize the completed virtual Collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge ***CLEC Acronym TXT*** for all costs incurred in providing the virtual Collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing ***CLEC Acronym TXT***'s fiber in manhole

zero, including license fees, shall be the responsibility of ***CLEC Acronym TXT***.

Virtual Engineering Fee. Verizon will require a virtual engineering/major augment fee (NRC) per virtual Collocation request, per premise or other Verizon location where ***CLEC Acronym TXT*** requests to establish virtual Collocation. A virtual engineering/major augment fee is required to be submitted by ***CLEC Acronym TXT*** with its application. This fee applies for all new virtual Collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for Verizon's performance of an initial site visit and an engineering evaluation.

If ***CLEC Acronym TXT*** cancels or withdraws its request for a virtual Collocation arrangement prior to turn-up, ***CLEC Acronym TXT*** will be liable for all costs and liabilities incurred by Verizon in the developing, establishing, or otherwise furnishing the virtual Collocation arrangement up to the point of cancellation or withdrawal.

Other Virtual Collocation Rate Elements. The application, description, and rates of Collocation rate elements that are also applicable for virtual Collocation are described in the Pricing Attachment.

- 1.9.14 Conversions. Requests for converting virtual Collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section 1.2.5. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a minor augment fee. All other conversion requests for virtual to caged or cageless will be assessed an engineering/major augment Fee and other applicable charges. Verizon will notify ***CLEC Acronym TXT*** within ten (10) Business Days following receipt of the completed Augment Application if ***CLEC Acronym TXT*** conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, ***CLEC Acronym TXT***'s equipment may need to be relocated. ***CLEC Acronym TXT*** will be responsible for all costs associated with the relocation of its equipment as described in Section 1.2.7.

1.10 Microwave Collocation.

Microwave Collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Verizon facilities through the Collocation arrangement. Unless otherwise specified in this Section 1.10, the provisions contained in other sections of the Collocation Attachment shall apply to microwave Collocation.

- 1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual Collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks.

Verizon reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

Verizon will designate the space in, on or above the exterior walls and roof of the premises, which will constitute the roof space or transmitter/receiver space. Verizon may require ***CLEC Acronym TXT***'s transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. Verizon may enclose ***CLEC Acronym TXT***'s multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of Verizon, the antenna support structure shall be built, owned and maintained by either Verizon or by ***CLEC Acronym TXT***. Verizon reserves the right to use existing support structures for ***CLEC Acronym TXT***'s antenna, subject to space and capacity limitations. Verizon also reserves the right to use any unused portion of a support structure owned by ***CLEC Acronym TXT*** for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When Verizon is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When ***CLEC Acronym TXT*** is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in ***CLEC Acronym TXT***'s interior Collocation space, or in a separate location inside or on the exterior of the building as determined by Verizon.

- 1.10.2 Security. Verizon will permit ***CLEC Acronym TXT***'s employees, agents and contractors approved by Verizon to have access to the areas where ***CLEC Acronym TXT***'s microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that ***CLEC Acronym TXT*** employees, agents and contractors comply with the policies and practices of Verizon pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, Verizon will provide access on a per event basis.

Verizon will also permit all approved employees, agents and contractors of ***CLEC Acronym TXT*** to have access to ***CLEC Acronym TXT***'s cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

1.10.3 Safety and Technical Standards. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. Verizon will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

Verizon reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, ***CLEC Acronym TXT*** or if applicable, Verizon, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For ***CLEC Acronym TXT*** owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at ***CLEC Acronym TXT***'s own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with Verizon within ten (10) days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

CLEC Acronym TXT shall provide written notice to Verizon of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of ***CLEC Acronym TXT***'s facilities or equipment located in roof space or transmitter/receiver space. ***CLEC Acronym TXT*** also agrees to take all necessary corrective action.

All ***CLEC Acronym TXT*** microwave equipment to be installed in or on the exterior of Verizon premises must be on the Verizon's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

CLEC Acronym TXT must comply with Verizon technical specifications for microwave Collocation interconnection specified in NIP – 74171 and Verizon's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that ***CLEC Acronym TXT*** provided equipment and installation activities do not act as a hindrance to Verizon services or facilities. ***CLEC Acronym TXT***'s equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

CLEC Acronym TXT facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements

and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All ***CLEC Acronym TXT*** microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and Verizon's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Verizon services or facilities.

The equipment located in, on or above the exterior walls or roof of Verizon's building must either be on Verizon's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon service or facilities.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by ***CLEC Acronym TXT*** in all cases is specified in ANSI C95.1 – 1982.

CLEC Acronym TXT equipment must conform to the same specific risk, safety, hazard standards which Verizon imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. ***CLEC Acronym TXT*** equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of ***CLEC Acronym TXT***'s facilities or transmission equipment for microwave interconnection, ***CLEC Acronym TXT*** must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

CLEC Acronym TXT is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by Verizon or a hired agent of Verizon.

Any ***CLEC Acronym TXT***'s equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of ***CLEC Acronym TXT***.

CLEC Acronym TXT will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific

equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

CLEC Acronym TXT may install equipment that has been deployed by the Verizon for five years or more with a proven safety record.

1.10.5 Moves, Replacements or Other Modifications. Where ***CLEC Acronym TXT*** intends to modify, move replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), ***CLEC Acronym TXT*** must request and receive written consent from Verizon. Such consent will not be unreasonably withheld. ***CLEC Acronym TXT*** shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of Verizon.

1.10.6 Space and Facilities. Monthly rates are applicable to ***CLEC Acronym TXT*** for the space (generally on the premises roof) associated with Verizon or other CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the footprint, which resultant is multiplied by ***CLEC Acronym TXT***'s relative capacity ratio (RCR), (i.e., the sum of the RCRs of each of the ***CLEC Acronym TXT***'s antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by ***CLEC Acronym TXT***. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge ***CLEC Acronym TXT*** proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the ***CLEC Acronym TXT***'s antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure is based on the RCR of ***CLEC Acronym TXT***'s proposed antenna(s) to be mounted on the structure. ***CLEC Acronym TXT***'s RCR represents the percent of the total capacity of the support structure used by ***CLEC Acronym TXT***'s antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide ***CLEC Acronym TXT*** the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the

proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess ***CLEC Acronym TXT*** any charges in addition to the one-time charge described above, except that the owner of the structure may assess ***CLEC Acronym TXT*** a proportionate share of inspection costs and Verizon may assess ***CLEC Acronym TXT*** monthly recurring charges for use of its roof space. At the time ***CLEC Acronym TXT*** proposes to attach additional antennas to an existing support structure, it shall be the responsibility of ***CLEC Acronym TXT*** to obtain, at its cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When a ***CLEC Acronym TXT*** is the owner of the structure, the proposed user shall pay ***CLEC Acronym TXT*** directly the one-time charge as set forth above. When Verizon is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that ***CLEC Acronym TXT*** as owner of the support structure fails to comply with these provisions, at Verizon's option, ownership of the support structure shall transfer to Verizon.

Costs incurred by Verizon to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to ***CLEC Acronym TXT***.

- 1.10.7 Emergency Power and/or Environmental Support. In the event special work must be done by Verizon to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, ***CLEC Acronym TXT*** will be billed on a time and materials basis for the costs incurred.
- 1.10.8 Escorting. When ***CLEC Acronym TXT*** personnel are escorted by a qualified Verizon employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in the Pricing Attachment will apply.

**NORTH CAROLINA
COLLOCATION
STANDARD OFFERING**

Table of Contents

<u>Section Number</u>	<u>Section Title</u>	<u>Page Number</u>
1	Scope of Standard Offering	3
2	Space Notification/Space Reservation	4
3	Collocation Options	10
4	Occupancy	14
5	Use of Collocation Space	15
6	Ordering and Preparation of Collocation Space	22
7	Rates and Charges	30
8	Insurance	30
9	Additions and Augmentations	31
10	Mechanics Liens	32
11	Inspections	33
12	Security and Safety Requirements	33
13	Destruction of Collocation Space	34
14	Eminent Domain and Relocation	35
15	Non-exclusivity	36
16	Notices and Contact Numbers	36
17	Indemnity/Limitation of Liability	37
18	Publicity	38
19	Force Majeure	38
20	Miscellaneous Provisions	38

STANDARD OFFERING

This Standard Offering sets forth the terms and conditions for physical collocation arrangements furnished or made available by BellSouth, Verizon and Sprint in the State of North Carolina pursuant to Docket No. P-100, Sub 133j before the North Carolina Utilities Commission ("Commission").

1. Scope of Standard Offering

1.1 Scope of Standard Offering. The rates, terms, and conditions contained within this Standard Offering apply when the CLP is occupying the collocation space as a sole occupant or as a Host within a Premises location pursuant to Section 4. The Standard Offering shall be made available by the ILEC to the CLP upon receipt of a written request for physical collocation, as an Attachment to the Interconnection Agreement. The ILEC shall make the Standard Offering available to a CLP regardless of the status of interconnection agreement negotiations or the CLP's certification in the state of North Carolina, and such rates, terms and conditions of the Standard Offering shall apply as a stand alone document, upon the written request of the CLP or the ILEC, until the Interconnection Agreement is executed incorporating the Standard Offering, or such rates, terms and conditions as the Parties agree upon or as ordered by the Commission in an arbitration proceeding between the ILEC and the CLP subsequent to the date of this Standard Offering; provided, however, that the rates, terms and conditions of an existing interconnection agreement shall control until the CLP or ILEC requests in writing that the rates, terms and conditions of the Standard Offering apply or the execution of a negotiated or arbitrated interconnection agreement, as foresaid. The ILEC shall forebear from entering into any leases for the Premises that would prevent it from fulfilling the collocation obligations imposed by the FCC or by this Standard Offering. However, as regards the terms and conditions, in effect as of December 28, 2001, of leases by the ILEC of the Premises from a third party, special considerations may apply in addition to this Standard Offering, subject to the Commission's right of review upon request of the CLP.

1.2 Right to Occupy. Subject to Section 2.1, the ILEC shall offer the CLP collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and comply with the rules of the Federal Communications Commission (FCC). Under the terms of this Standard Offering described below, the ILEC grants to the CLP a right to occupy an area designated by the ILEC within the ILEC Premises, of a size specified by the CLP and agreed to by the ILEC (hereinafter Collocation Space). ILEC Premises (hereinafter ILEC Premises or Premises) shall include the ILEC Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by the ILEC that house the ILEC's Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures and microwave collocation area(s) on the rooftop of the aforementioned locations. To the extent this Standard Offering does

not include all the necessary rates, terms, and conditions for ILEC Premises other than the ILEC Central Offices or Serving Wire Centers, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office or Serving Wire Center.

- 1.3 Use of Space. The CLP shall use the Collocation Space for the purposes of installing, maintaining and operating the CLP's equipment (to include testing and monitoring equipment) necessary for interconnection with the ILEC's network, and for access to unbundled network elements (UNEs), as set forth in Section 5, for the provision of telecommunications services. In addition to, and not in lieu of, interconnection to the ILEC's network or access to the ILEC's UNEs, the CLP may connect to other interconnectors within the designated ILEC Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities pursuant to § 5.5 following.
 - 1.4 Rates and Charges. Rates and charges are described in Section 7 below.
 - 1.5 Due Dates. If any due date contained in this Standard Offering falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National Holidays will be excluded. National holidays are New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
 - 1.6 Service Coordination. The ILEC is responsible for coordinating with the CLP to ensure that services are installed in accordance with the service request.
 - 1.7 Mutual Agreement. The terms and intervals presented in this Standard Offering may be modified through the mutual written agreement of the ILEC and CLP. Any amendments to the Standard Offering between the ILEC and CLP must be in writing and filed with the Commission. The ILEC may not unilaterally negate or supersede the terms of the Standard Offering in their interconnection agreements. The ILEC and CLP may negotiate additional terms expressly related to collocation. Logically-related sections of the Standard Offering shall be available on a "pick and choose" basis.
- 2. Space Notification/Space Reservation**
- 2.1 Availability of Space. Upon submission of a firm order pursuant to Section 6, the ILEC shall permit the CLP to physically collocate, pursuant to the terms of this Standard Offering at the Premises requested in the Application, unless the ILEC has determined, subject to the terms of this Standard Offering, that physical collocation is not practical due to space limitations or technical infeasibility.

2.1.1 An ILEC may locate and designate collocation space including the location of the space where an adjacent structure (such as a CEV or similar structure) will be placed. An ILEC must allow each carrier requesting physical collocation to submit space preferences prior to assigning physical collocation space to that carrier. At a minimum, the ILEC's space assignment policies and practices must not: (a) materially increase a requesting carrier's collocation costs; (b) materially delay a requesting carrier's occupation and use of the ILEC's premises; (c) impair the quality of service or impose other limitations on the service a requesting carrier wishes to offer; or (d) reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the ILEC's premises. Space within the Premises or on the Premises property is generally suitable for physical collocation unless it is: a) physically occupied by non-obsolete equipment; b) assigned to another collocater in accordance with FCC rules; c) used to provide physical access to occupied space; d) used to enable technicians to work on equipment located within occupied space; e) properly reserved for future use, either by the ILEC or by another carrier, pursuant to this Standard Offering; or f) essential for the administration and proper functioning of the Premises. The ILEC may require the separation of collocated equipment from its own equipment only if the proposed separated space is a) available in the same or a shorter time frame as non-separated space; b) at a cost not materially higher than the cost of non-separated space, and c) is comparable, from a technical and engineering standpoint, to non-separated space. The ILEC may require such separation measures or separate entrances only where legitimate security concerns or operational constraints unrelated to the ILEC's or any of its affiliates' concerns, warrant them. An ILEC may require employees and contractors of collocating carriers to use a central or separate entrance to the ILEC's building, provided, however, that its own employees are subject to the same restriction. An ILEC may construct or require the collocating CLP to construct a separate entrance to access physical collocation space only when: (a) construction of a separate entrance is technically feasible; (b) either legitimate security concerns, or operational constraints unrelated to the ILEC's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation; (c) construction of a separate entrance will not artificially delay collocation provisioning; or (d) construction of a separate entrance will not materially increase the requesting carrier's costs.

2.1.2 Space Reservation. The ILECs and CLPs may reserve floor space for their own specific uses for a maximum of two (2) years (or twenty-four (24) months). Prior to denying any CLP request for physical collocation, an ILEC shall be required to determine the space requirement for growth for the reserved space based on a demand and facility forecast, supported by the information required by section 2.3.2(8) below. In estimating the space requirement for growth, ILECs shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. The ILEC shall not exclusively and unilaterally reserve space that is supported by existing telecommunications infrastructure. The ILEC shall disclose to CLPs the space it reserves for its own future growth and for its interLATA, advanced

services, and other affiliates. In order to increase the amount of space available for collocation, the ILEC will remove obsolete unused equipment, at its costs, from its Premises to meet a request for collocation from a CLP. Consistent with FCC Rule 51.323(f)(5), the ILEC shall relinquish any space held for future use prior to denying a CLP request for virtual collocation.

- 2.2 Reporting Requirement. Upon request from the CLP, the ILEC will provide a written report (Space Availability Report) within ten (10) calendar days of the submission of the request, describing in detail the space that is available for collocation in a particular ILEC Premises. The Space Availability Report must specify the amount of collocation space available at each requested Premises, the number of collocated CLPs present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures the ILEC is taking to make additional space available for collocation arrangements.
- 2.2.1 The request for a Space Availability Report from the CLP must be written and must include the Premises' street address, as identified in the Local Exchange Routing Guide (LERG), and Common Language Location Identification (CLLI) code of the Premises (if applicable). A Space Availability Report does not reserve space at the Premises.
- 2.2.2 The ILEC will respond to a request for Space Availability Reports within fifteen (15) calendar days to the CLP's request regarding two (2) to five (5) locations within North Carolina. The ILEC will respond within twenty (20) calendar days to the CLP's request regarding six (6) to ten (10) locations within North Carolina. For a CLP's request regarding eleven (11) to fifteen (15) locations, the ILEC will respond within twenty-five (25) calendar days. For a CLP's request regarding sixteen (16) to twenty (20) locations, the ILEC will respond in thirty (30) calendar days. For a CLP's request regarding twenty-one (21) to twenty-five (25) locations, the ILEC will respond in thirty-five (35) calendar days. When a CLP requests greater than twenty-five (25) locations within North Carolina, the ILEC's time for response will increase in similar five (5) calendar day intervals for the additional five locations requested [e.g. forty (40) calendar days for twenty-six (26) to thirty (30) locations; forty-five (45) calendar days for thirty-one (31) to thirty-five (35) locations, etc].
- 2.3 Denial of Application. After notifying the CLP that the ILEC has no available space in the requested Central Office ("Denial of Application"), the ILEC will allow the CLP, upon request and with a minimum of seventy-two (72) hours notice, to tour the entire Central Office within ten (10) calendar days of such Denial of Application, or at such other intervals as the parties may agree.
- 2.3.1 The ILEC will provide all relevant documentation to the CLP representative within five (5) calendar days of the Denial of Application, subject to executing a nondisclosure agreement. Relevant documentation shall include blueprints and plans for future facility expansions or enhancements, as well as all information listed in

2.3.2 below. The ILEC shall make available at a mutually agreeable, scheduled time at the ILEC's Premises or at such other mutually agreeable location current clearly labeled floor plans/diagrams of the Premises of at least a 1/8"=1' scale for the CLP to inspect no less than forty-eight (48) hours prior to the tour. The ILEC representative will accompany and supervise the CLP representative on the inspection tour. If the CLP agent believes, based on the inspection tour of the ILEC Premises, that the denial of collocation space is unsupportable, the CLP representative shall promptly so advise the ILEC, both orally and in writing. The CLP and ILEC shall then each concurrently prepare a report detailing its own findings of the inspection tour. The CLP and the ILEC reports shall be concurrently served on each other and submitted to the Commission.

2.3.2 At the same time that the ILEC notifies the CLP of a denial of space, the ILEC will file a copy of the letter at the Commission. The ILEC shall make the following information available as specified in Section 2.3.1, subject to proprietary protections:

1. Exchange, Wire Center, Central Office Common Language Identifier (CLLI, if applicable), address, a brief description of the premises and the V&H coordinates;
2. The identity of the requesting CLP, including amount of space sought by the CLP;
3. Total amount of space at the premises;
4. A detailed explanation of the reason for the exemption waiver;
5. A clearly labeled engineering floor plan/diagrams of the premise of at least 1/8" to 1', accompanied with proper legend and scale to assist in the interpretation of the floor plan showing:
 - a. Space housing the ILEC network equipment in use including number of lines wired, equipped and in-service and its function (e.g., switching, transmission, power, etc.),
 - b. Space housing non-regulated services and administrative offices;
 - c. Space housing obsolete unused equipment, equipment being phased out, not in use and/or stored, including the expected retirement and/or removal date(s);
 - d. Space occupied by the ILEC affiliates;

- e. Space which does not currently house the ILEC equipment or administrative offices but is reserved by the ILEC for future use by ILEC or its affiliates, and the expected time-frame of use;
 - f. Space occupied by and/or reserved for CLPs for the purpose of network interconnection or access to unbundled network elements, by type of arrangement (e.g., physical, cageless, shared, virtual, etc.);
 - g. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - h. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any; and
 - i. Planned Central Office rearrangement/ expansion plans, if any.
6. Description of other plans, if any, that may relieve space exhaustion, including plans showing any adjacent space.
 7. A detailed description and analysis of any equipment rearrangements, administrative office space relocation and/or building expansion plans, including timelines;
 8. A detailed description of any efforts or plans to avoid space exhaustion in the Premises including a proposed timeline of any such plans and estimation of the duration of the exemption; and

2.3.2.1 If the CLP does not believe that the above information provided by the ILEC adequately supports denial of the space, then a demand and facility forecast including, but not limited to, three to five years of historical data, and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.) shall be provided to the third-party engineer, as part of the CLP's review process. If, following the third-party engineer's review, the CLP disputes the ILEC's denial of space to the Commission; the CLP may review the demand and facility information subject to confidentiality arrangements.

2.3.3 The burden of proof shall be on the ILEC to justify the basis for any denial of a collocation request. A CLP that contests the ILEC's position concerning the denial of a collocation request shall have the option of requesting a Third-Party Engineer review. A Third-Party Engineer's review is not required before the CLP may dispute the ILEC's denial to the Commission. The CLP shall pay 100% of the fee associated with any such Third-Party Engineer review. A Third-Party Engineer may be selected through agreement by the ILEC and CLP, or shall be assigned on a rotating basis from a list maintained by the Commission with input from the ILEC and CLPs. The CLP

does not have to obtain agreement from the ILEC on the selection of the Third-Party Engineer from the approved list. Subject to proprietary protections, the Third-Party Engineer shall review not only the reports by the ILEC and the CLP, but shall also undertake an independent evaluation to determine whether collocation space is available in the disputed ILEC Premises. The Third-Party Engineer should be allowed to examine the factors listed above, as well as any other factors that are specified elsewhere (e.g., definition of "Legitimately Exhausted"), and any other information the Third-Party Engineer deems to be relevant to his determination, subject to proprietary protections. The Third-Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on the ILEC to justify the basis for any denial of collocation requests. After determination by the Third-Party Engineer and, if the CLP disagrees with the ILEC's denial of space and if appealed, determination by the Commission, the ILEC shall reimburse the CLP's costs associated with the Third-Party Engineer process if it is determined that space is available. In the event a Third-Party Engineer and, if disputed further by the CLP the Commission, determines that space is not available, the ILEC will not be required to conduct a review of floor space availability in the same ILEC Premises more frequently than once every six months. If the CLP, after assessing the Third-Party Engineer's review or report (which can either support or not support the CLP's position that space is available), still disagrees with the ILEC's denial of space, then the CLP may bring its dispute before the Commission for resolution. At that time the CLP shall file with the Commission a copy of the Third-Party Engineer's report, if one was requested, the report referred to in section 2.3.1, and the supporting documentation the CLP has received based on sections 2.3.1, 2.3.2 and 2.3.3. The Commission will then make a determination of the appropriateness of the ILEC's denial of space.

- 2.4 Filing of Petition for Waiver. Upon Denial of Application the ILEC will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- 2.5 Waiting List. On a first come, first served basis, the ILEC will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. The ILEC will simultaneously notify the telecommunications carriers on the waiting list when space becomes available within ten (10) calendar days if there is enough space to fulfill the requirements of all the CLPs. Additional space will be provided to other CLPs based on their respective collocation request and according to their position on the waiting list, until all available space has been offered to CLPs on the waiting list. A CLP must notify the ILEC in writing if it no longer desires to have collocation space in a particular central office. After receipt of such letter, the ILEC will remove the CLP from the waiting list. The CLP will reaffirm its collocation request within ten (10) calendar days of its receipt of ILEC notification of space becoming available; otherwise, it will be dropped to the bottom of the list. Upon request, the ILEC will advise the CLP as to its position on the list.

2.6 Public Notification. The ILEC will maintain on its website a notification document that will indicate all Premises that are without available space. The ILEC shall update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space. The ILEC will also post a document on its website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. The ILEC shall allocate said available space pursuant to the waiting list referenced in Section 2.5. The ILEC shall include the following information on its website: (1) list of its central offices with no available collocation space; (2) measures it is taking to create additional collocation space at each central office; (3) projected date when more collocation space will be available; and (4) notice wherever space becomes available at any of the previously exhausted locations.

3. **Collocation Options**

The ILEC will make each of the arrangements outlined below available so that CLPs will have a variety of collocation options from which to choose. The ILEC has the right to designate the placement of collocation arrangements in its Premises as long as it acts reasonably and non-discriminatorily. The ILEC has the right to review the CLP's plans and specifications prior to construction and the collocation space after completion. The plans shall be complete enough to allow the ILEC to determine if the design complies with the ILEC's guidelines and specifications, which will be provided to the CLP upon request. The ILEC shall have the right to require the CLP to remove or correct the collocation arrangement if it does not comply with approved plans. The ILEC shall act without unreasonable delay in reviewing the CLP's plans and its collocation site. This section applies to any construction done by or on behalf of the collocating CLP on ILEC Premises.

3.1 Cageless. The ILEC shall offer Collocation Space to allow the CLP to collocate the CLP's equipment and facilities, without requiring the construction of a cage or similar structure. The ILEC shall allow the CLP to have direct access to its equipment and facilities twenty-four (24) hours a day, seven (7) days a week without need for a security escort provided that the CLP has met the safety and security requirements of Section 12. The ILEC may require the CLP to use a central entrance to the ILEC Central Office. The ILEC shall make cageless collocation available in single bay increments, including space adjacent or next to the ILEC's equipment. Except where the CLP's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), the ILEC shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the CLP must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages. The ILEC shall authorize the enclosure of the CLP's equipment and facilities at the CLP's option. The ILEC will provide guidelines and specifications upon request. Based on a CLP's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay of equipment will be made available. At the CLP's option, the ILEC will permit the CLP to arrange only with an ILEC certified contractor to construct a collocation arrangement enclosure at the CLP's sole expense. The first CLP in the ILEC premises will not be responsible, however, for the entire cost of site preparation and security. The CLP's ILEC certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The certified contractor shall bill the CLP directly for all work performed for the CLP and the ILEC shall have no liability for nor responsibility to pay such charges imposed by the certified contractor. The CLP must provide the local ILEC building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, the ILEC will not access the CLP's locked enclosure prior to notifying the CLP and obtaining authorization.

3.2.1 The CLP must submit its plans and specifications prior to or with the Bona Fide Firm Order (BFFO). The ILEC shall complete its review of the CLP's plans and specifications for a caged arrangement within fifteen (15) calendar days. CLPs shall be able to design caged enclosures in amounts as small as that sufficient to house and maintain a single rack or bay of equipment.

3.3 Shared and Subleased Caged Collocation. The ILEC will not place unreasonable restrictions on a CLP's use of a cage, and as such will allow the CLP to contract with other CLPs to share the cage in a shared or sublease-type arrangement, as described below. The CLP shall notify the ILEC in writing upon execution of any agreement to share a cage between the CLP and other CLPs within twelve (12) calendar days of its execution. Further, such notice shall include the name of the CLP(s) and their term of agreement, and shall contain a certification by the CLP that said agreement imposes upon all other CLP(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Standard Offering between the ILEC and the CLP(s).

3.3.1 Except as described below or as agreed upon by the Host CLP and the ILEC, a Host CLP shall be the sole interface and responsible party to the ILEC for the purpose of submitting applications for initial and additional equipment placements of the Guest(s) (to the extent required under other sections of the Standard Offering); for assessment and payment of rates and charges applicable to the Collocation Space; and for the purposes of ensuring that the safety and security requirements of this Standard Offering are fully complied with by the Guest, its employees and agents. The Guest may arrange directly with the ILEC for the provision of the interconnecting facilities between the ILEC and the Guest(s) and for the provision of the services and access to unbundled network elements and the ILEC will bill the Guest(s) directly for these services. In making shared or subleased caged arrangements available the ILEC may not impose an additional Application Fee or increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar

dimensions and material to a single collocating party. Should the Host or Guest CLP in a shared or subleased arrangement add equipment or augment existing collocation arrangements, the provisions set forth in Section 9 of the Standard Offering governing additions and augments shall apply.

3.3.2 CLPs in a Shared Arrangement. A Host CLP in a shared collocation arrangement is responsible for payment to the ILEC of all charges associated with the lease of shared collocation space; however, when the ILEC receives an Application for shared caged collocation, or applications simultaneously from multiple CLPs who desire construction of a cage to be shared, the ILEC will prorate the Application Fee and the charges for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate and bill the Application Fee and charges to each CLP based upon the percentage of total shared space utilized by each CLP. If two (2) or more CLPs that have interconnection agreements with the ILEC utilize a shared collocation cage, the ILEC will permit each of these CLP(s) to order UNEs to and provision service from that shared Collocation Space.

3.3.3 CLPs in a Sublease Arrangement. The CLP (Host) may contract with other CLPs (Guests) to share the cage in a sublease-type arrangement. When the ILEC receives an Application for subleased caged collocation, the ILEC shall provide the Host with a prorated percentage for the Host and Guest(s), based upon the square feet of space each occupies within the Host's Collocation Space, for the charge for site conditioning and preparation undertaken to construct the subleased space. The per square foot rate billed to the Host for the Host's Collocation Space is determined by dividing the total cost of the site conditioning and preparation incurred by the total amount of space conditioned and prepared. The Host will render the bill to each Guest for these charges in accordance with Section 3.3.1. If two (2) or more CLPs that have interconnection agreements with the ILEC utilize a sublease collocation cage, the ILEC will permit each of these CLPs to order UNEs to and provision service from that sublease Collocation Space, regardless of which CLP was the original Collocator (Host).

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, the ILEC will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property when physical collocation space within the Premises is legitimately exhausted. The ILEC will designate the location of the space where the adjacent structure (such as a CEV or similar structure) will be placed. The Adjacent Arrangement shall be constructed or procured by the CLP and in conformance with the ILEC's design and construction specifications, which will be provided to the CLP upon request. Further, the CLP shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Standard Offering.

3.4.1 The CLP's ILEC certified contractor shall bill the CLP directly for all work performed for the CLP pursuant to this Standard Offering and the ILEC shall have no

liability nor responsibility for payment of such charges imposed by the CLP's ILEC certified contractor. The CLP must provide the local ILEC building contract with two cards, keys or other access devices used to enter the locked enclosure. Except in cases of emergency, the ILEC shall not access the CLP's locked enclosure prior to notifying the CLP. The CLP shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the point of interconnection. Should a CLP elect such an option, the CLP must arrange with an ILEC certified contractor to construct an Adjacent Arrangement structure in accordance with Section 3.4 above.

- 3.4.2 The CLP must submit its plans and specifications to the ILEC prior to or with its BFFO. The ILEC maintains the right to review the CLP's plans and specifications prior to construction of an Adjacent Arrangement(s). The ILEC shall complete its review within thirty (30) calendar days. The ILEC may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with submitted plans. The ILEC may require the CLP to correct at the CLP's expense any deviations from approved plans found during such inspection(s).
- 3.4.3 The ILEC will provide AC power, as requested, subject to being technically feasible. At its option, the CLP may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same commercial AC provider as the ILEC's. The ILEC shall also provide DC power, as requested, subject to the ILEC's demonstration to the Commission of technical infeasibility. The power provided should have performance and reliability characteristics at parity with those applicable to the ILEC under the same circumstances. Any converting or fusing of the power source beyond that point will be the CLP's responsibility. If an ILEC receives a request to provide power to an Adjacent Arrangement, within forty-five (45) calendar days the ILEC and the CLP shall either negotiate a mutually agreed-upon price for the power or the ILEC shall submit a cost study and proposed generic rates for providing power to Adjacent Arrangements, for Commission approval.
- 3.4.4 The ILEC shall allow Shared or Subleased Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Sections 3.4 – 3.4.3 preceding.
- 3.4.5 Subject to the CLP being on the waiting list, in the event that space in an ILEC Premises becomes available, ILEC will provide the option to the CLP to relocate its equipment from an Adjacent Arrangement into said space. In the event the CLP chooses to relocate its equipment into the space, appropriate charges applicable for collocation within the ILEC Premises will apply.
- 3.5 Legitimately Exhausted. Denotes when all space in an ILEC Premise that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available is exhausted or completely occupied. Before an ILEC may make

a determination that space is legitimately exhausted, the ILEC must have removed all unused obsolete equipment from the Premises and made such space available for collocation; however, removal of the equipment shall not cause an unreasonable delay in the ILEC's response to a CLP's application or in provisioning collocation arrangements.

- 3.5.1 ILECs should be required to relocate administrative office personnel before denying physical collocation requests. Administrative office personnel would be defined as personnel that are not essential to the function of a particular premise, i.e., marketing personnel, human resources personnel, etc.
- 3.5.2 At the CLPs option, a CLP may challenge an ILEC's claim that space is Legitimately Exhausted using the Third Party Engineer process described in Section 2.3.3.
- 3.6 Microwave Collocation. Where permissible, technically feasible, and not otherwise prohibited by law, the ILEC will provide for collocation of CLPs' microwave equipment on the rooftops of the ILEC's central office buildings. Such equipment will be limited to that necessary for interconnection of CLP's network facilities to ILEC's network or access to ILEC's unbundled network elements. The specific rates and terms applicable to microwave collocation will be negotiated between the ILEC and the CLP and incorporated into the Parties' interconnection agreement.
- 3.7 Other Physical Collocation Arrangements. The ILEC will provide other collocation arrangements that have been demonstrated to be 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. Deployment by any incumbent LEC of a collocation arrangement requested by a CLP or mandated by a state commission shall establish a presumption that such an arrangement has been demonstrated to be technically feasible.
- 3.8 Contiguous Space. The ILEC will make every attempt to provide the CLP with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 4. **Occupancy**
- 4.1 Commencement Date. The "Commencement Date" shall be the day the CLP's equipment becomes operational as described in Section 4.2, following.
- 4.2 Occupancy. The ILEC will notify the CLP in writing that the Collocation Space is ready for occupancy at least five (5) calendar days prior to the date space becomes ready. The CLP must place operational telecommunications equipment in the Collocation Space and connect with the ILEC's network within one hundred and eighty (180) calendar days after the date the space becomes ready. The CLP must notify the ILEC in writing that collocation equipment installation is complete and is

operational with the ILEC's network. In the event that the ILEC has refused to interconnect with the CLP, the one hundred and eighty (180) calendar days deadline shall be extended until the ILEC allows the CLP to interconnect. The ILEC, however, may grant the CLP an extension beyond the one hundred and eighty (180) calendar days provided the CLP demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the CLP from meeting that deadline. If the CLP fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days, and such failure continues for a period of thirty (30) calendar days after receipt of written notice from the ILEC, and the unused collocation space is needed to meet customer demand (i.e., a filed application for space, accompanied by all fees) for another CLP or to avoid construction of a building addition, then and in that event the CLP's right to occupy the Collocation Space terminates. The ILEC shall reimburse the CLP for any construction costs incurred by the ILEC and paid by the CLP, to the extent the space is made available to a different CLP. For purposes of this Paragraph, the CLP's telecommunications equipment is considered to be operational and interconnected when connected to either the ILEC's network or interconnected to another CLP's equipment that resides within the same structure, provided the CLP's equipment is used for interconnection with the ILEC's network or to obtain access to the ILEC's unbundled network elements for the purpose of providing service.

- 4.3 Termination. Except where otherwise agreed to by the Parties, the CLP may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to the ILEC. Upon termination of such occupancy, the CLP at its expense shall remove its equipment and other property from the Collocation Space. The CLP shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of the CLP's Guests; provided, however, that the CLP shall continue payment of monthly fees to the ILEC until such date as the CLP has fully vacated the Collocation Space. Should the CLP fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, the ILEC shall have the right to remove the equipment and other property of the CLP at the CLP's expense and with no liability for damage or injury to the CLP's property unless caused by the gross negligence or intentional misconduct of the ILEC. The CLP shall surrender the Collocation Space to the ILEC in the same condition as when first occupied by the CLP, except for ordinary wear and tear. The CLP shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

- 5.1 Equipment Type. The CLP may locate equipment necessary for interconnection to the ILEC under 47 U.S.C. § 251 (c) (2) or accessing the ILEC's unbundled network elements under 47 U.S.C. § 251 (c) (3) pursuant to, and subject to the limitations of, 47 C.F.R. § 51.323(b).

- 5.1.1 Neither the ILEC nor CLP shall knowingly deploy or maintain any circuits, facilities or equipment that: interferes with or impairs service over any facilities of the other party or a third-party, in excess of interference or impairment explicitly permitted by applicable law or national standards; causes damage to the other party's plant; or creates unreasonable hazards to any person. The ILEC and CLP are required to ensure that voice-grade service, especially when it provides access to emergency services and the like, not be subject to degradation, impairment, or interference, and that the Parties must act in the public interest when working out any disputes.
- 5.1.2 Neither the ILEC's nor CLP's equipment and facilities shall be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 5.1.3 The equipment of the CLP, the ILEC, and the ILEC's affiliates in the Premises must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. The ILEC may also impose on the CLPs additional safety requirements, provided such requirements are no more stringent than the safety requirements the ILEC imposes on its own equipment and on other collocators' equipment. The ILEC is required to make all of these requirements available to the CLP upon request. An ILEC that denies collocation of a competitor's equipment, citing safety standards, must provide to the CLP within five (5) business days of the denial a list of all equipment that the ILEC locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that the ILEC contends the competitor's equipment fails to meet. The affidavit must include the exact safety requirements at issue and the ILEC's basis for concluding why failure to meet such requirements would compromise network safety. In the event that the ILEC determines that the CLP's equipment does not meet these safety requirements, the CLP will be given ten (10) calendar days to comply with the requirements or remove the equipment from the Collocation Space. If the Parties do not resolve the dispute, the ILEC or CLP may file a complaint at the Commission seeking a formal resolution of the dispute.
- 5.1.4 The CLP shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises. The CLP may place signage and markings on the inside of its Collocation Space as long as it does not impair the service provided by the ILEC or by other interconnectors.

- 5.1.5 The CLP shall place a plaque or other identification affixed to the CLP's equipment necessary to identify the CLP's equipment, including a list of current emergency contacts with telephone numbers.
- 5.1.6 The CLP, upon request, will certify in writing to the ILEC that the equipment complies with §5.1. In the event that the ILEC believes that the collocated equipment will not comply with §5.1, the ILEC shall notify the CLP and provide CLP with ten (10) calendar days to respond. In the event that the Parties do not resolve the dispute, the ILEC may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in an ILEC Premises. While the dispute is pending, the ILEC will not prevent or otherwise delay installation of the disputed equipment in the Collocation Space; however, the CLP will not activate the equipment during the pendency of the dispute.
- 5.2 Entrance Facilities. The CLP may elect to place CLP-owned or CLP-leased entrance facilities into the Collocation Space. The ILEC will designate the point of interconnection in close proximity to the building housing the Collocation Space, such as an entrance manhole or a cable vault, which is physically accessible by both Parties. The CLP will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location by the ILEC. The CLP will provide fire retardant riser cable, at parity with the ILEC's practices, that is approved for inside and outside use per manufacturer's specifications at the point of interconnection of sufficient length to be pulled through the conduit and cable vault to the CLP's equipment in the Collocation Space. The ILEC or the CLP's ILEC certified contractor shall install the fire retardant riser cable from the vault to the collocation space. The ILEC will splice the entrance cable to the fire retardant riser cable in the cable vault. If the cable has a metallic member, at the ILEC's option, either the ILEC or CLP will ground the metallic member. If Fiber Optic Cable (FOC) is routed into the switching and/or transmission environment and the FOC is provisioned with a metallic shield or with metallic strength member, such metallic shield/strength members must be isolated and bonded to the designated OSP ground at the point of entry into the office environment (cable vault). Placement of the cable will be at the discretion of the ILEC. The CLP must contact the ILEC for instructions prior to placing the entrance facility cable in the manhole. The CLP is responsible for maintenance of the entrance facilities. At the CLP's option, the ILEC will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. The CLP must use fiber optic cable in the central office unless the ILEC agrees to placement of copper entrance facilities or the Commission orders placement of copper facilities.
- 5.2.1 Dual Entrance. The ILEC will permit the CLP to designate and the ILEC will provide at least two interconnection points at each Premises wherever there are at least two such interconnection points for the ILEC cable and where space is available. The ILEC will also provide nondiscriminatory access to any entry point into the Premises in excess of two points in those locations where ILEC also has access to more than