

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will coordinate with respect to NXX assignments.
- 1.2 RESERVED FOR FUTURE USE.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where **LEVEL 3** is properly certified by the appropriate regulatory body, **LEVEL 3** shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. For **SBC-13STATE** territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Business Integrated Routing/Rating Database (BIRRDs) or other appropriate system(s) necessary to update the LERG™ unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one

switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. RESERVED FOR FUTURE USE

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in the General Terms and Conditions to this Agreement).
- 1.2 Reserved for future use.
- 1.3 Reserved for future use.
- 1.4 Reserved for future use.
- 1.5 Reserved for future use.
- 1.6 Reserved for future use.
- 1.7 Reserved for future use.
- 1.8 Reserved for future use.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, LEVEL 3 intends to operate and/or provide telecommunications services outside of SBC-13STATE *incumbent local exchange areas* and desires to interconnect LEVEL 3's network with SBC-13STATE's network(s).
- 2.2 For purposes of this Appendix, LEVEL 3 agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.
- 2.3 **This Agreement contains terms and conditions related to SBC-13STATE's obligations under Applicable Law. Other Appendices to this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide LEVEL 3 with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-13STATE's incumbent local exchange areas for the provision of LEVEL 3's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to LEVEL 3 in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to LEVEL 3 for the purposes of LEVEL 3 providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-**

13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in LEVEL 3's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to LEVEL 3 for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which LEVEL 3's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 *LEVEL 3 shall provide and SBC-13STATE shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, SBC-13STATE will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.*
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 *Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End-Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center*
- 3.4 *Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. LEVEL 3 and SBC-13STATE will immediately notify each other of any protective control action planned or executed.*
- 3.5 *Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to*

circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 3.6 **LEVEL 3** and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.
- 3.7 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and other relevant sections, if any, in this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 **LEVEL 3** operates as a CLEC within **SBC-13STATE** exchange areas and has a Point of Interconnection ("POI") located within **SBC-13STATE LATAs according to Appendix NIM of this Agreement** exchange areas for the purpose of **exchanging Telephone Traffic, ISP-Bound Traffic and IP-enabled Services Traffic of providing telephone exchange service and exchange access** Section 251 (b)(5) Traffic and ISP-bound traffic in such **SBC-13STATE** exchange areas. Based upon the foregoing, the Parties agree that **SBC-13STATE's** originating traffic will be delivered to **LEVEL 3's** existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in **this Appendix NIM of this Agreement**. **SBC-13STATE** will accept **LEVEL 3 Out of Exchange Telecommunications** Traffic at its tandem switch **or other switch where the Parties have established interconnection over local interconnection facilities** **Local Interconnection Trunk Groups** that currently exist or may exist in the future between the Parties to or from **LEVEL 3's out of exchange areas and to or from SBC-13STATE's end offices**. **When such Out of Exchange Traffic is 251 (b)(5) Traffic Local Calls and ISP-bound traffic that is exchanged between the end users of LEVEL 3 and SBC-13STATE, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, LEVEL 3 agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.**
- 4.2 **The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. The Parties agree, that at a minimum, LEVEL 3 shall establish a trunk group for Section 251 (b)(5) Traffic Local Calls, ISP-bound traffic and IntraLATA traffic from LEVEL 3 to each SBC-13STATE serving tandem in a LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. This requirement may be waived upon mutual agreement of the parties.**
- 4.3 **The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. Trunk groups for ancillary services (e.g.**

OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a LEVEL 3 switch and an SBC-13STATE Tandem as further provided in Appendix ITR to the Agreement.

- 4.4 The Parties shall route originating Out of Exchange Traffic according to the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 will route Out of Exchange Traffic directly to the SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.
- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by LEVEL 3. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE's tandem. SBC-13STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. Connection of a trunk group from LEVEL 3 to SBC-13STATE's tandem(s) will provide LEVEL 3 accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).
- 4.10 SBC-13STATE will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for *Section 251 (b)(5) and ISP-Bound Traffic Telecommunications Traffic and IP-Enabled Traffic* exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.

6. TRANSIT TRAFFIC COMPENSATION *INTENTIONALLY LEFT BLANK*

6.1 The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in this Agreement.

6.2 In SBC SOUTHWEST REGION 5-STATE the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.

6.3 In the SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA the transiting rate is outlined in Appendix Pricing as Transiting Service.

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate Intra LATA Traffic exchanged between the Parties shall be as set forth in the Inter-carrier Compensation Appendix of this Agreement.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Inter-carrier Compensation Appendix of this Agreement.

9. INTERLATA *SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC* TELECOMMUNICATIONS TRAFFIC AND IP-ENABLED TRAFFIC

9.1 SBC-13STATE will exchange InterLATA *Section 251 (b)(5) and ISP-Bound* traffic **Telecommunications Traffic and IP-Enabled Traffic** with LEVEL 3 that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way *direct final* trunk groups (i) via a facility to LEVEL 3's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC Region shall exchange such traffic using a two-way *direct final* trunk group (i) via a facility to LEVEL 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.

9.2 *The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.*

9.3 LEVEL 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA *Section 251 (b)(5) and ISP-Bound* local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

9.4 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

- 9.5 **SBC-13STATE** shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **SBC-13STATE** (not routed in accordance with the LERG). Any compensation due from **SBC-13STATE** for such misrouted traffic shall be paid by **LEVEL 3**. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE's** tandem. **SBC-13STATE** shall provide notice to **LEVEL 3** pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, **LEVEL 3** will be requested to work cooperatively with **SBC-13STATE** to correct the routing of such traffic within 30 calendar days.
- 9.6 **SBC-13STATE** will open **LEVEL 3's** NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, within its switches utilizing the normal LERG code opening processes.
- 9.7 The compensation arrangement for InterLATA *Section 251 (b)(5) and ISP Bound Traffic **Telecommunications Traffic and IP-Enabled Traffic*** shall be governed by the compensation terms and conditions for *Section 251 (b)(5) and ISP Bound **Telecommunications Traffic and IP-Enabled Traffic*** Calls in Intercarrier Compensation Appendix in this Agreement.

APPENDIX OSS - RESALE & UNE

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to **LEVEL 3** for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

2. RESERVED FOR FUTURE USE

3. GENERAL CONDITIONS

- 3.1 Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. The Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once **LEVEL 3** is submitting more than the agreed to threshold amount **LEVEL 3** will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable or where a given order cannot be processed electronically. Provided however, in **SBC SOUTHWEST REGION 5-STATE** where a flat rate monthly OSS access and connectivity charge exists, if **LEVEL 3** has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when **LEVEL 3** elects to remain manual and not to use OSS in order to avoid **SBC SOUTHWEST REGION 5-STATE's** flat rate monthly OSS charges.
- 3.2 Proper Use of OSS interfaces:
- 3.2.1 For **SBC-13STATE**, **LEVEL 3** agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining UNEs through **SBC-13STATE**. In addition, **LEVEL 3** agrees that such use will comply with **SBC-13STATE's** Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, **LEVEL 3** shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE's** OSS from **LEVEL 3's** systems, workstations or terminals or by **LEVEL 3's** employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by **LEVEL 3** and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.
- 3.3 Within **SBC-13STATE** regions, **LEVEL 3's** and **SBC-13STATE's** access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where **LEVEL 3** or **SBC-13STATE** has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.
- 3.3.1 In **SBC-13STATE** regions, **LEVEL 3** and **SBC-13STATE** must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, the parties shall, on its own behalf and on behalf of the other party comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, the parties shall have obtained an authorization to become the End User's local service provider. Accessing such information by a party shall constitute certification that the party is in

compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. A party shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). Each party agreed to indemnify, defend and hold the other party harmless against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or **LEVEL 3** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by a party of this section.

- 3.3.3 Throughout **SBC-13STATE** region, each party is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of the other parties' failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, **LEVEL 3** agrees to perform accurate and correct ordering including UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **LEVEL 3** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **LEVEL 3** agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to **LEVEL 3**. In addition, **LEVEL 3** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **LEVEL 3** or other third parties against **SBC-13STATE** caused by or related to **LEVEL 3's** misuse of any **SBC-13STATE** OSS.
- 3.5 In the event **SBC-13STATE** has good cause to believe that **LEVEL 3** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory **LEVEL 3** is doing business shall give **LEVEL 3** written notice describing the alleged misuse ("Notice of Misuse"). **LEVEL 3** shall immediately refrain from the alleged misuse until such time that **LEVEL 3** responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event **LEVEL 3** agrees with the allegation of misuse, **LEVEL 3** shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event **LEVEL 3** does not agree that **LEVEL 3's** use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, **LEVEL 3** shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until **LEVEL 3** has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether **LEVEL 3** has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **SBC-13STATE** shall have the right to conduct an audit of **LEVEL 3's** use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of **LEVEL 3's** use of the **SBC-13STATE** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit **LEVEL 3** ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), **LEVEL 3** shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate **LEVEL 3** location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE's** expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to

- conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.
- 3.8 When UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and **LEVEL 3** will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to **LEVEL 3** within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. **LEVEL 3** will also provide a single point of contact for technical issues related to **LEVEL 3's** electronic interfaces.
- 3.10 Intentionally left blank.
- 3.11 **SBC-13STATE** will and **LEVEL 3** may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. However, this does not excuse or release **SBC-13STATE** from providing OSS functions that comply with the terms of this agreement or allow **LEVEL 3** to provide services to end users.
- 3.12 Due to enhancements and on-going development of access to **SBC-13STATE's** OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix upon due notice given to **LEVEL 3**. **SBC-13STATE** shall provide proper notice of interface phase-out as required by this agreement.
- 3.13 **LEVEL 3** is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide accurate real time access to pre-order functions to support **LEVEL 3's** ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to **LEVEL 3** so that **LEVEL 3** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-Ordering functions for Resale Services and UNEs include**
- 4.2.1 Feature/Service Availability
Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. **LEVEL 3** agrees that **LEVEL 3's** representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to **LEVEL 3**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 Telephone Number Inquiry
SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.
- 4.2.4 Scheduling Inquiry/Availability
 - 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
 - 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 4.2.5 Address Validation Inquiry
SBC-13STATE provides address validation function.
- 4.3 **The following are Pre-Order functions specific to UNEs**
 - 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
 - 4.3.2 Common Language Location Indicator (CLLI) Inquiry
SBC-13STATE provides CLLI code inquiry function.
 - 4.3.3 Connecting Facility Assignment (CFA) Inquiry
SBC-13STATE provides a CFA inquiry function.
 - 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry
SBC-13STATE provides a NC/NCI inquiry function.
 - 4.3.5 Circuit Identification for loops.
SBC-13STATE provides circuit identification information for loops provided to **LEVEL 3**, including information on whether the loop is part of an Integrated Digital Loop Carrier system or Universal Digital Loop Carrier system.
- 4.4 **Electronic Access to Pre-Order Functions**
 - 4.4.1 **Resale and UNE Pre-order Interface Availability**
 - 4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.
 - 4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with **LEVEL 3**'s own negotiation system and that supports both Resale services and UNEs.
 - 4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides **LEVEL 3** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **LEVEL 3** has developed its own interface, allow **LEVEL 3** to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.
 - 4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the

functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **SBC CALIFORNIA** Resale service.

4.4.1.7 **SBC CONNECTICUT** also provides the following preorder functionality (SAG and CSI Inquiry,) via Custom CCTOOLS. This application, currently grandfathered per CMP, is being retired in March 2004 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, **LEVEL 3** will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing **LEVEL 3** with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide **LEVEL 3** with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support **LEVEL 3's** provisioning of UNE via one or more electronic interfaces. To order UNEs, **LEVEL 3** will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide **LEVEL 3** access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

5.2.1 **SBC-13STATE** makes available to **LEVEL 3** an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, **LEVEL 3** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE's** Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

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

- 5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.
- 5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.
- 5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides **LEVEL 3** with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).
- 5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports **LEVEL 3** initiated modification of service orders submitted electronically by **LEVEL 3** via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). **LEVEL 3** should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, **LEVEL 3** should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If **LEVEL 3** chooses to use SORD to issue orders and/or modify EASE generated orders, then **LEVEL 3** becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. **LEVEL 3** may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see Section 5.3.3.
- 5.2.5.2 In **SBC CALIFORNIA** region, any service order errors will be corrected by the LSC. **LEVEL 3** will be given a list generated by the LSC of **LEVEL 3** order errors, and **LEVEL 3** will be responsible for contacting their customer when necessary to clear an error. With **LEVEL 3** being the point of contact for their customer, **LEVEL 3** agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.3.
- 5.2.6 In **SBC CONNECTICUT**, Resale ordering is supported by W-CIWin (**SBC CONNECTICUT**'s proprietary GUI interface). This platform of ordering applications, currently grandfathered per CMP, is being retired in March 2004, and has been replaced with the Uniform GUI – Web-based LEX.
- 5.2.6.1 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application, currently grandfathered per CMP, is being retired in March 2004. This ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.
- 5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, **LEVEL 3** and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.
- 5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**
- SBC-13STATE** will provision UNE as detailed in **LEVEL 3** order requests. Access to status on such orders will be provided via the following electronic interfaces:
- 5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow **LEVEL 3** to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, **SBC-13STATE** will provide, and **LEVEL 3** shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

- 5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD, unless otherwise provided for in this agreement or by operation of state law:
- 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if **LEVEL 3** fails to correct service order errors within the timeframes specified in this Section 5.3.3.
 - 5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6. MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, **LEVEL 3** may access these functions via the following methods:
- 6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows **LEVEL 3** to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by **LEVEL 3** and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. **LEVEL 3** and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.
 - 6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides **LEVEL 3** with **SBC-7STATE** software that allows **LEVEL 3** to submit trouble reports and subsequently check status on trouble reports for **LEVEL 3** End-Users. TA will provide the ability to review the maintenance history of a converted Resale **LEVEL 3** account. TA is accessible via **SBC-7STATE** Classic Toolbar.
 - 6.1.4 In **SBC CONNECTICUT** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in Sept 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

- 7.1 **SBC-13STATE** will bill **LEVEL 3** for UNEs. **SBC-13STATE** will send associated billing information to **LEVEL 3** as necessary to allow **LEVEL 3** to perform billing functions. At minimum **SBC-13STATE** will provide **LEVEL 3** billing information in a paper format, or via 18-track magnetic tape, as agreed to between **LEVEL 3** and **SBC-13STATE**. Such alternate bill media will be made available to **LEVEL 3** consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In **SBC-13STATE**, **LEVEL 3** may receive a mechanized bill format via the EDI 811 transaction set.

- 7.2.2 In **SBC-13STATE, LEVEL 3** may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.3 **SBC-13STATE** will provide Loss Notifications. This notification alerts **LEVEL 3** that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
- 7.2.4 In **SBC CONNECTICUT, LEVEL 3** may receive a Billing Detail File on 18-track magnetic tape.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 **SBC-13STATE** makes available to **LEVEL 3** a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on **LEVEL 3**'s paper bill.
- 7.3.2 In **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
- 7.3.3 In **SBC-13STATE, LEVEL 3** will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 In **SBC-13STATE, LEVEL 3** may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when **LEVEL 3**'s End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

- 8.1 **LEVEL 3** must access OSS interfaces via a **LEVEL 3** Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC CONNECTICUT** region. Each of these four xRAFs will provide **LEVEL 3** dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. **LEVEL 3** may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where **LEVEL 3** has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For **SBC-13STATE, LEVEL 3** may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," **LEVEL 3** shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require **LEVEL 3** to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC CALIFORNIA** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC CONNECTICUT** SRAF. **LEVEL 3** shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require **LEVEL 3** to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.
- 8.3 For **SBC-13STATE, LEVEL 3** shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each **LEVEL 3** shall have one valid Internet Protocol (IP) network address per region. **LEVEL 3** shall maintain a user-id / password unique to each individual for accessing a

- SBC-13STATE** OSS on **LEVEL 3**'s behalf. **LEVEL 3** shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC-13STATE**, **LEVEL 3** shall attend and participate in implementation meetings to discuss **LEVEL 3** LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 **LEVEL 3** agrees that interconnection of **LEVEL 3** data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial-up connections between **LEVEL 3** and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 **LEVEL 3** shall immediately notify the ISCC when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the **LEVEL 3** or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.3 **Additional Responsibilities of Both Parties**
- 9.3.1 **Modem/DSU Maintenance And Use Policy:** To the extent the access provided hereunder involves the support and maintenance of **LEVEL 3** equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not

limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
 - 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
 - 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
 - 9.3.6 All network-related problems will be managed to resolution by the respective organizations, **LEVEL 3** or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, **LEVEL 3** and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to **LEVEL 3** or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.
 - 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 **General Policies**
- 9.5.1 Each Party's resources are for approved business purposes only.
 - 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

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

9.6 User Identification

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

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

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

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

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

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

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

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

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

9.8 Access and Session Control

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

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

9.9 User Authorization

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

9.10 Software and Data Integrity

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

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

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

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

9.11 Monitoring and Audit

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

*"This is a (**SBC-13STATE** or **LEVEL 3**) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

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

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

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

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

13. MISCELLANEOUS CHARGES

13.2 For **SBC-7STATE**, if **LEVEL 3** requests the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, **LEVEL 3** agrees to pay established rates pursuant to Appendix Pricing.

13.3 For **SBC-7STATE**, if **LEVEL 3** requests the Local Disconnect Report, as described in 7.2.8 and 7.3.4, **LEVEL 3** agrees to pay established rates pursuant to Appendix Pricing.

13.4 For **SBC-13STATE**, should **LEVEL 3** request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

13.5 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 **SBC-13STATE** shall allow **LEVEL 3** to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, **LEVEL 3** shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:

- 14.2.1 **LEVEL 3** shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where **LEVEL 3** has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
- 14.2.2 **LEVEL 3**'s use of a Service Bureau Provider shall not relieve **LEVEL 3** of the obligation to abide by all terms and conditions of this Agreement. **LEVEL 3** must ensure that its agent properly performs all OSS obligations of **LEVEL 3** under this Agreement, which **LEVEL 3** delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of **LEVEL 3** to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once **LEVEL 3** provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from **LEVEL 3** that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as **LEVEL 3**'s agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) in this state.

2. DEFINITIONS

The definitions applicable to this Appendix, to the extent not found herein, can be found in the Appendix GT&C.

3. RESERVED FOR FUTURE USE.

4. GENERAL DESCRIPTION OF OFFERING

- 4.1 **SBC-13STATE** will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.
- 4.2 **Scope:** Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within **SBC-13STATE** Premises as defined in Section 2, Definitions, following. **LEVEL 3** will lease the Dedicated Space from **SBC-13STATE** and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 4.3, following. **SBC-13STATE** will provide caged, shared caged, shared common, cageless, and other Physical Collocation arrangements within its Premises. When space is Legitimately Exhausted inside an Premises, **SBC-13STATE** will permit collocation in Adjacent Structures located on **SBC-13STATE's** property in accordance with this Appendix so that **LEVEL 3** will have a variety of collocation options from which to choose.
- 4.3 **Purpose:** Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **SBC-13STATE's** Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

- 4.4 *This Appendix contains the sole and exclusive terms and conditions pursuant to which **LEVEL 3** will obtain physical collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, **SBC-13STATE** will process any **LEVEL 3** order for any 251(c)(6) physical collocation as being submitted under this Appendix. In addition, **SBC-13STATE** will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) physical collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. **SBC-13STATE** will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.*

4.5 Types of Available Physical Collocation Arrangements

SBC-13STATE will make each of the arrangements outlined below available within its Premises in accordance with this Appendix so that **LEVEL 3** will have a variety of collocation options from which to choose:

4.5.1 Caged Physical Collocation

The Caged Collocation option provides **LEVEL 3** with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-provided equipment.

- 4.5.1.1 **SBC-13STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, **LEVEL 3** will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocater in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in the Collocation Rate Summary attached to this Appendix and incorporated herein by this reference.

- 4.5.1.2 When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charges as set forth in Section **20** following.
- 4.5.1.3 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section **16** following will apply. If **LEVEL 3** elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section **21.3** following applies.

4.5.2 Caged Shared Collocation

SBC-13STATE will provide Caged Shared Collocation as set forth in **Section 7** following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section **7.1** following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

- 4.5.2.1 **LEVEL 3** shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent, via Augment Application, of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**.
- 4.5.2.2 **SBC-13STATE** will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, **SBC-13STATE** may not 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. In those instances where **SBC-13STATE** receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

- 4.5.2.3 **SBC-13STATE** will not place unreasonable restrictions on **LEVEL 3's** use of a cage, and as such will allow **LEVEL 3** to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, **LEVEL 3** shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of **SBC-13STATE's** charges to **LEVEL 3**.

4.5.3 Cageless Physical Collocation

SBC-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is Legitimately Exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE's** equipment. **LEVEL 3** will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. **SBC-13STATE** will not require **LEVEL 3** to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6.1.2 of this Appendix. Accordingly, **SBC-13STATE** will not provide **LEVEL 3's** personnel or agents with direct access to **SBC-13STATE's** main distribution frame

4.5.4 Caged Common Collocation

SBC-13STATE will provide Caged Common Collocation as set forth in the following.

4.5.4.1 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.

4.5.4.2 **SBC-13STATE** will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided **SBC-13STATE** with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.

4.5.4.3 When these criteria have been met, **SBC-13STATE** will construct a common cage minimum of five hundred and fifty (550) sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed five hundred and fifty (550) sq. ft., in which case, **SBC-13STATE** will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

Billing for Caged Common Collocation is addressed in Section **21.2.2.3** of this Appendix.

4.5.5 **SBC-13STATE** will provide other collocation arrangements as required by FCC rules or state commissions. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in **SBC-13STATE's** Premises that such an arrangement is technically feasible

4.5.5.1 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section **16** following will apply. If **LEVEL 3** elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section **21.3** following applies.

4.6 Reserved for future use.

4.7 Reserved for future use.

4.8 Cross-connects between **LEVEL 3** and other telecommunication carriers collocated at **SBC-13STATE** premises will be allowed in accordance with applicable state and federal law, rules and regulations. **SBC-13STATE** will offer **LEVEL 3** the following methods of collocating cross-connects:

4.8.1 **SBC-13STATE** will extend **SBC-13STATE** UNEs requiring cross connection to **LEVEL 3's** or another carrier's POT when **LEVEL 3** is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.

4.8.2 **SBC-13STATE** will extend **SBC-13STATE** UNEs that require cross connection to **LEVEL 3's** UNE frame located in the common room space, other than the Collocation common area,

within the same Central Office where the UNEs which are to be combined are located.

- 4.8.3 **SBC-13STATE** will extend **SBC-13STATE** UNEs to **LEVEL 3's** or another carrier's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined (e.g., in an enclosure, such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property).

4.9 Reserved for future use.

- 4.10 **SBC-13STATE** shall permit **LEVEL 3** to place its own connecting transmission facilities, subject to compliance with reasonable safety limitations, within **SBC-13STATE's** Premises in **LEVEL 3's** Physical Collocation space, without requiring **LEVEL 3** to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

4.11

- 4.11.1 **LEVEL 3** will conduct background checks of its personnel and technicians who will have access to the collocation space. **LEVEL 3** technicians will be security-qualified by **LEVEL 3** and will be required to be knowledgeable of **SBC-13STATE** security standards.

- 4.11.2 **LEVEL 3** personnel and technicians will undergo the same level of security training or its equivalent that **SBC-13STATE** 's own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require **LEVEL 3** to receive security training from **SBC-13STATE**, but will provide information to **LEVEL 3** on the specific type of training required.

- 4.11.3 **LEVEL 3** can then provide its employees with its own security training. Qualification program and security training details shall be included in **SBC-13STATE** 's Technical Publications via <https://clec.sbc.com/clec>.

- 4.11.4 **LEVEL 3** and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the

Premises, or the network or the personnel of **LEVEL 3** or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other **SBC-13STATE** property:

4.11.4.1 theft or destruction of **SBC-13STATE's** or **LEVEL 3's** property;

4.11.4.2 use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE** property;

4.11.4.3 threats or violent acts against other persons on **SBC-13STATE** property;

4.11.4.4 Knowing violations of any local, state or federal law on **SBC-13STATE** property;

4.11.4.5 Permitting unauthorized persons access to **SBC-13STATE** or **LEVEL 3's** equipment on **SBC-13STATE** property; and

4.11.4.6 Carrying a weapon on **SBC-13STATE** property.

4.11.5 In addition, **LEVEL 3** and **SBC-13STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **SBC-13STATE** or **LEVEL 3** of **SBC-13STATE's** policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE's** Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in **SBC-13STATE**, provided the Handbook and any and all updates to it are timely provided to **LEVEL 3** at no charge. Provided, however, that if said policy or practice is different from the policies and practices in the version of the Handbook that was in effect as of August 1, 2004, then any such appropriate disciplinary steps shall be subject to the mutual agreement of the parties.

4.11.5.1 Prior to any permanent denial of access, either **SBC-13STATE** or **LEVEL 3** may request a meeting to address the circumstances.

4.11.6 **LEVEL 3** will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this

Appendix to cover any damages caused by **LEVEL 3's** technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

4.11.7 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, **SBC-13STATE** may recover the costs (as reasonably allocated to each affected collocator) of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE's** equipment in an Premises and any other reasonable security measure for such Premises.

4.11.7.1 **SBC-13STATE's** construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to **SBC-13STATE's** equipment. **SBC-13STATE's** construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **SBC-13STATE's** space. To the extent that **SBC-13STATE** is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at **SBC-13STATE's** expense.

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

4.11.7.3 **SBC-13STATE's** enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around

SBC-13STATE's equipment cannot include any embedded costs of any other security measures for the Premises.

4.11.7.4 If **SBC-13STATE** chooses to enclose its own equipment, **SBC-13STATE** will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.

4.11.7.5 **SBC-13STATE** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **SBC-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **SBC-13STATE's** equipment, **SBC-13STATE** cannot elect to erect an interior security partition in a given Premises to separate its equipment and then recover the cost from collocators.

4.11.7.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to **LEVEL 3** that other reasonable security methods cost more than an interior security partition around **SBC-13STATE's** equipment at the time the price quote is given.

4.12 Relocation

4.12.1 When **SBC-13STATE** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Premises to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Premises, **LEVEL 3** is required to move its Dedicated Space or adjacent space collocation structure. **SBC-13STATE** will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **SBC-13STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If **LEVEL 3** is required to relocate under this Section, **LEVEL 3** will not be required to pay any Planning Fee or

application fees associated with arranging for new space. **LEVEL 3** shall be responsible for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Premises in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in **SBC-13STATE's** reasonable discretion. In addition, **LEVEL 3's** presence in **SBC-13STATE** Central Offices or adjacent space collocation structures should not prevent **SBC-13STATE** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

- 4.12.2 If **SBC-13STATE** determines that **LEVEL 3** must relocate due to any of the above reasons, **SBC-13STATE** will make all reasonable efforts to minimize disruption of **LEVEL 3's** services. In addition, the costs of the move will be shared equally by **SBC-13STATE** and **LEVEL 3**, unless the Parties agree to a different financial arrangement.
- 4.12.3 If **LEVEL 3** requests that the Dedicated Space be moved within the Premises in which the Dedicated Space is located, to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Premises, **SBC-13STATE** shall permit **LEVEL 3** to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. **LEVEL 3** shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Premises (where applicable) shall be deemed the Premises in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

5. SPACE AVAILABILITY

[Parties to reorder following Sections]

5.1 Adjacent Space Collocation – Where Physical Collocation space within **SBC-13STATE** Premises is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **SBC-13STATE** will permit **LEVEL 3** to physically collocate on **SBC-13STATE's** property in adjacent controlled environmental vaults or similar structures that **SBC-13STATE** uses to house telecommunication equipment, to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **SBC-13STATE** premises where the adjacent structure will be placed. **SBC-13STATE** will not unreasonably withhold agreement as to the site desired by **LEVEL 3**. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by **LEVEL 3**. **SBC-13STATE** will offer the following increments of power to the Adjacent On-site structure: **SBC-13STATE** will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. **SBC-13STATE** will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, **LEVEL 3** may choose to provide its own AC and DC power to the adjacent structure. **SBC-13STATE** will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. **SBC-13STATE** shall permit **LEVEL 3** to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either **SBC-13STATE** or **LEVEL 3**. **LEVEL 3** shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

5.1.1 The Adjacent Off-site Arrangement is available if **LEVEL 3's** site is located on a property that is contiguous to or within one standard city block of the **SBC-13STATE** Central Office or Premises. Such arrangement shall be used for interconnection and access to Lawful UNEs. When **LEVEL 3** elects to utilize an Adjacent Off-site Arrangement, **LEVEL 3** shall provide both the AC and DC power required to operate such facility. **LEVEL 3** may provide its own facilities to **SBC-13STATE's** premises or to a mutually

agreeable meet point from its Adjacent Off-site location for interconnection purposes. **LEVEL 3** may subscribe to facilities available in the UNE rate schedule of **LEVEL 3's** Agreement.

5.1.2 At the time **LEVEL 3** requests this Arrangement, **LEVEL 3** must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the Arrangement. **SBC-13 STATE** shall provide a response, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with **SBC-13 STATE's** facilities, to **LEVEL 3** within ten (10) days receipt of the Application. **SBC-13 STATE** shall make best efforts to meet the time intervals requested by **LEVEL 3**. If **SBC-13 STATE** cannot meet **LEVEL 3's** proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.

5.1.3 In the event that interior space in an Premises becomes available, **SBC-13 STATE** will provide the option to **LEVEL 3** to relocate its equipment from an Adjacent *On-site* or an Adjacent Off-site facility into the interior space. In the event that **LEVEL 3** chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.

5.2 In responding to an application request if space is not available, **SBC-13STATE** will notify **LEVEL 3** that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **SBC-13STATE's** receipt of a completed application.

5.2.1 When space for Physical Collocation in a particular Premises is not available, **SBC-13STATE** shall place **LEVEL 3** on the waiting list for collocation in a particular Premises according to the date on which **LEVEL 3** submitted its application for Physical Collocation in that Premises.

5.2.2. In the event **SBC-13STATE** denies **LEVEL 3's** request and **LEVEL 3** disputes the denial, **LEVEL 3** may request a tour of the Premises to verify space availability or the lack thereof. The request shall be submitted to **SBC-13STATE's** designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a

tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

5.2.3

5.2.3.1 **SBC-13STATE** will file a copy of the notification letter denying **LEVEL 3's** request with the appropriate Commission. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and **LEVEL 3**, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by **LEVEL 3**, the total amount of space at the premises, detailed floor plans, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

5.2.3.2 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for **LEVEL 3**, who will participate in the tour.

5.2.3.3 If **LEVEL 3's** agent believes, based on the inspection tour of the Premises facilities, that the denial of Physical Collocation space is insupportable, **LEVEL 3's** agent shall promptly so advise **SBC-13STATE**. **LEVEL 3** and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. **LEVEL 3** and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.

5.2.4 **SBC-13STATE** will provide all relevant documentation to **LEVEL 3's** agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-

disclosure agreement. **SBC-13STATE's** representative will accompany and supervise **LEVEL 3's** agent on the inspection tour.

- 5.3 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet indicating its Premises, if any, that have no space available for Physical Collocation. **SBC-13STATE** will update this document within ten (10) calendar days of the date at which an Premises runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to **SBC-13STATE**, such information will be placed on the website <https://clec.sbc.com/clec>. **SBC-13STATE** will update the public document on the first day of each month to include all newly available information.
- 5.4 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE's** available collocation space in a particular **SBC-13STATE** Premises upon request. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

Should **LEVEL 3** submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

- 5.5 To the extent possible, **SBC-13STATE** will make contiguous space available to **LEVEL 3** if **LEVEL 3** seeks to expand an existing Physical Collocation arrangement and if such request meets **SBC-13STATE's** non-discriminatory practices regarding efficient space utilization.
- 5.6 **SBC-13STATE** may retain, for a certain period a limited amount of floor space for **SBC-13STATE's** own specific future uses on terms no more

favorable to **SBC-13STATE** or its affiliates than those that apply to other telecommunications carriers, including **LEVEL 3**, seeking to reserve Collocation space for their own future use. With the exception of space needed by **SBC-13STATE** for switching equipment “turnaround” (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable state or federal rule, order, law or award, **SBC-13STATE** will relinquish any space held for its future use before denying a request for Physical Collocation on grounds of space limitations. However, if **SBC-13STATE** demonstrates to the applicable state commission that Physical Collocation is not technically feasible, and that space does not exist, **SBC-13STATE** will not be obligated to provide Physical Collocation and the Parties will attempt to reach a mutually agreeable alternative method of interconnection.

At the request of the applicable state commission or **LEVEL 3**, **SBC-13STATE** shall remove any unused obsolete equipment (e.g., “retired in-place”) from its premises.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R § 51.323 of the FCC’s rules, and all applicable state and federal laws, **LEVEL 3** may collocate equipment “necessary for interconnection or access to unbundled network elements.” Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC’s rules, and all applicable state and federal laws and regulations.

6.1.1 SBC-13 STATE will also permit **LEVEL 3** to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.

6.2 Reserved for future use.

6.3 Reserved for future use.

6.4 Reserved for future use.

- 6.5 Reserved for future use.
- 6.6 Reserved for future use.
- 6.7 Reserved for future use.
- 6.8 Reserved for future use.
- 6.9 Reserved for future use.
- 6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of **LEVEL 3's** equipment and facilities in **LEVEL 3's** Physical Collocation space.
- 6.11 All types of network equipment placed in **SBC-13STATE** Premises by **SBC-13STATE** or **LEVEL 3** must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3's** equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) **LEVEL 3** must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC central office (including **SBC-13STATE**) prior to January 1, 1998, with no known history of safety problems.
- 6.12 In the event that **SBC-13STATE** denies Collocation of **LEVEL 3's** equipment, citing that such equipment does not meet acceptable safety standards, **SBC-13STATE** will provide, within five (5) business days of **LEVEL 3's** written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment which **SBC-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied. In addition to this list, **SBC-13STATE** also will provide an affidavit attesting that all of the **SBC-13STATE** equipment on the list met or exceeded the then-current minimum safety standards when such equipment was placed in the Premises. The affidavit must set forth in detail the exact safety requirement(s) that **LEVEL 3's** equipment does not satisfy, **SBC-13STATE's** basis for concluding that **LEVEL 3's** equipment does not meet this safety requirement(s), and **SBC-13STATE's** basis for concluding why collocation of equipment not meeting this safety requirement(s) would compromise network safety.
- 6.13 **If SBC 13State objects to collocation of equipment by Level 3 for purposes within the scope of Section 251(c)(6) of the Act, SBC13-State 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 in Section 251(b) of the Act. SBC13-State may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC13-State applies to its own equipment. SBC13-State may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If SBC13-State denies collocation of Level 3's equipment, citing safety standards, SBC13-State must provide to Level 3 within five business days of the denial a list of all equipment that the incumbent LEC locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that the incumbent LEC contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that the requesting carrier's equipment does not satisfy; SBC13-State's basis for concluding that the requesting carrier's equipment does not meet this safety requirement; and SBC13-State's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

*In the event that **LEVEL 3** submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or determines that **LEVEL 3's** equipment does not meet the minimum safety standards or any other requirements of this Appendix, **LEVEL 3** must not collocate the equipment unless and until the dispute is resolved in its favor. **LEVEL 3** will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated.*

- 6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Premises, or those personnel, network or facilities of others, is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Premises in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Premises in which the Physical Collocation space is

located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

As provided in **Section 6.2** of this Appendix, **SBC-13STATE** shall notify **LEVEL 3** in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application

7.1.1 **SBC-13STATE** shall refund the applicable fees if it is unable to provision the collocation space to **LEVEL 3's** specifications, and as a result, **LEVEL 3** does not take occupancy of the space.

7.1.2 If **SBC-13STATE** determines that **LEVEL 3's** Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, **LEVEL 3** must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by **LEVEL 3** and not resulting from a request of **SBC-13STATE**, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

7.2 **SBC-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Premises in which the Dedicated Space is located. **SBC-13STATE** will permit **LEVEL 3** to review the contractor invoices. **LEVEL 3** will be permitted to contract its own work for the preparation activities within **LEVEL 3's** cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **SBC-**

13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and **LEVEL 3** shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work

7.3 Recurring/Non-Recurring charges

LEVEL 3 shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in **the state specific tariffs or** the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall be as set forth in this Agreement for the term of this ICA unless modified upon re-negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 Monthly Charges

7.3.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after **LEVEL 3** has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary of this Appendix for use of the Dedicated Space.

7.3.1.2 Billing of monthly recurring charges shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. **SBC-13STATE** may change its billing date practices upon thirty (30) day's notice to **LEVEL 3**.

7.3.2 Nonrecurring Charges

7.3.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Premises.

7.3.2.2 SBC will use best efforts to provide **LEVEL 3** with the billing for all costs incurred in the establishment of Physical Collocation within one hundred eighty (180) days of the billing cycle. The Parties agree that backbilling will apply according to **Section 8.11** of the General Terms and Conditions contained within this Agreement.

7.3.3 ICBs

An ICB quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific rate element does not exist in **a tariff or** the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (“BFR”) process used to request UNEs or other unique items not contained in **LEVEL 3’s** ICA.

7.3.4 The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required.

7.4 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, **SBC-13STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE’s** equipment in an Premises and any other reasonable security measure for such Premises.

7.5 **LEVEL 3** shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**. [move to more appropriate spot – see par 4.2.2.1- we may drop]

- 7.6 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation (“Collocation Rates”). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date, to all existing **LEVEL 3** collocation arrangements, including those established before the Effective Date. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

The fact that **SBC-13STATE** may have additional work to perform after **LEVEL 3** completes its work shall not bar the start of such recurring charges, provided that the remaining work to be completed by **SBC-13STATE** does not materially impair **LEVEL 3** from operating in the space.

8. USE OF DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use – As provided in **Section 6.1** above, **LEVEL 3** may collocate equipment “necessary for interconnection or access to unbundled network elements.” Consistent with the nature of the Premises and the environment of the Dedicated Collocation Space, **LEVEL 3** shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocation shall be permitted on the Premises or on the grounds surrounding the Building.
- 8.2 Reserved for future use.
- 8.3 A complete and accurate list of all the equipment and facilities that **LEVEL 3** will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. **LEVEL 3** shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld.
- 8.4 Reserved for future use.
- 8.5 Reserved for future use.

- 8.6 **SBC-13STATE** will not delay **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL 3's** employees, agents and contractors with **SBC-13STATE's** policies and practices pertaining to fire, safety and security (i.e., **LEVEL 3** must comply with **Section 6.1.2** of this Appendix).
- 8.6.1 Upon the discontinuance of service, **LEVEL 3** shall surrender the Dedicated Space or land for an adjacent structure to **SBC-13STATE**, in the same condition as when first occupied by **LEVEL 3**, except for ordinary wear and tear.
- 8.7 **Threat to Personnel, Network or Facilities:** **LEVEL 3** equipment, operating practices, or other activities or conditions attributable to **LEVEL 3** that represent a demonstrable threat to **SBC-13STATE's** network, equipment, or facilities, including the Premises, or to the network, equipment, or facilities of any person or entity located in the Premises, are strictly prohibited.
- 8.8 **Interference or Impairment:** Operation of any equipment, facilities or any other item placed in the Dedicated Collocation Space shall not interfere with or impair service over **SBC-13STATE's** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located within the Premises; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Collocation Space, or the Premises; impair the privacy of any communications carried in, from, or through the network, equipment or facilities of the Dedicated Collocation Space or the Premises; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

- 8.9 **Alterations:** In no case shall **LEVEL 3** or any person acting through or on behalf of **LEVEL 3** make any arrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Premises in which the Dedicated Space is located without the advance written permission of **SBC-13STATE**, which permission shall not be unreasonably withheld. The cost of any **SBC-13STATE** provided construction shall be paid by **LEVEL 3** in accordance with **SBC-13STATE's** custom work order process.
- 8.10 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate **SBC-13STATE** CLEC ONLINE Website.
- 8.11 When **LEVEL 3's** Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
- 8.12 **LEVEL 3** shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where **LEVEL 3** can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE's** ability to service its own customers or subsequent collocators.

- 8.13 **LEVEL 3** is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length in the cable in order for **SBC-13STATE** to fully extend **LEVEL 3**-provided facilities through the cable vault to the Dedicated Space. **SBC-13STATE** will inform **LEVEL 3** in writing (or email) of the length of slack cable that **SBC-13STATE** requires in order to fully extend **LEVEL 3**-provided facilities through the cable vault to the Dedicated Space no later than 60 days after **LEVEL 3** has placed the application for such entrance facilities.
- 8.15 Demarcation Point - A Point of Termination (POT) Frame is not required as the demarcation point. However, **LEVEL 3** may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in **SBC-13STATE**-designated area within the Premises. If **LEVEL 3** elects not to provide a POT Frame, **SBC-13STATE** will hand off the Interconnection Arrangement(s) cables to **LEVEL 3** at its equipment.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 **SBC-13STATE** is responsible for providing **LEVEL 3** personnel a contact number for **SBC-13STATE** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, **LEVEL 3** will have access to its collocated equipment in the Premises twenty-four (24) hours a day, seven (7) days a week and **SBC-13STATE** will not delay **LEVEL 3's** entry into an Premises.
- 9.1.1 **LEVEL 3** is responsible for providing to **SBC-13STATE** personnel a contact number for **LEVEL 3** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.
- 9.1.2 **SBC-13STATE** shall maintain for the Premises customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by **LEVEL 3** for its administrative use within its

Dedicated Space will be provided in accordance with applicable **SBC-13STATE** tariffs.

9.2 **LEVEL 3** is responsible for making best efforts to provide prompt verbal notification to **SBC-13STATE** of significant outages or operations problems which could impact or degrade **SBC-13STATE's** network, switches or services, with an estimated clearing time for restoration. In addition, **LEVEL 3** will provide written notification within 24 hours. When trouble has been identified, **LEVEL 3** is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by **SBC-13STATE**.

9.2.1 **SBC-13STATE** is responsible for making best efforts to provide prompt verbal notification to **LEVEL 3** of significant outages or operations problems which could impact or degrade **LEVEL 3's** network, switches or services, with an estimated clearing time for restoration. In addition, **SBC-13STATE** will provide written notification within twenty-four (24) hours. When trouble has been identified, **SBC-13STATE** is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by **LEVEL 3**.

9.3 **Fiber Optic Cable Entrances**

SBC-13STATE shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and **LEVEL 3** (typically a **SBC-13STATE** manhole) at which **LEVEL 3** fiber optic cable can enter the Premises, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Premises.

9.3.1 **LEVEL 3** is responsible for bringing its fiber optic entrance cable to an accessible point outside of the Premises designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such **LEVEL 3** - provided cable to the Dedicated Space. **LEVEL 3** shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where **LEVEL 3** can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE's** ability to service its own customers or subsequent collocators.

- 9.3.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Premises in which the Dedicated Space is located wherever there are at least two entry points for **SBC-13STATE** cable. **SBC-13STATE** will also provide nondiscriminatory access to any entry point into Premises in excess of two points in those locations where **SBC-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC-13STATE** shall perform work as is necessary to make available such separate points of entry for **LEVEL 3** at the same time that it makes such separate points of entry available for itself. In each instance where **SBC-13STATE** performs such work in order to accommodate its own needs and those specified by **LEVEL 3** in **LEVEL 3's** written request, **LEVEL 3** and **SBC-13STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC-13STATE** and **LEVEL 3** in the first twelve (12) months.
- 9.4 Regeneration may be required for collocation in an Adjacent Structure if the cabling distance between **LEVEL 3's** POT bay or termination point located in an adjacent structure and **SBC-13STATE's** cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where **LEVEL 3** specifically requests regeneration. **LEVEL 3** will provide regeneration at its own expense.
- 9.5 **Removal:** **LEVEL 3** is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Premises in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical Collocation arrangement. After such time, **SBC-13STATE** may remove the abandoned materials and **LEVEL 3** is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by **SBC-13STATE**, including any materials used in the removal and the time spent on such removal, at the then applicable hourly rate for custom work. **LEVEL 3** will hold **SBC-13STATE** harmless from the failure to return any such equipment, property or other items.
- 9.6 **LEVEL 3's Equipment and Facilities:** **LEVEL 3** is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. **LEVEL 3** will be responsible for servicing, supplying, repairing,

installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

9.6.1 its fiber optic cable(s) or other permitted transmission media as specified in Section **9.3.1**;

9.6.2 its equipment;

9.6.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

9.6.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by **LEVEL 3** and only if and as required; and

9.6.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

9.7 All types of network equipment placed in **SBC-13STATE** network equipment areas of Premises by **SBC-13STATE** or **LEVEL 3** must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3's** equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) **LEVEL 3** must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems. **LEVEL 3** will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

9.8 **SBC-13STATE** is responsible for coordinating with **LEVEL 3** to ensure that services are installed in accordance with the service request.

9.9 When **LEVEL 3's** Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine).

SBC-13STATE will provide the necessary backup power to ensure against power outages.

- 9.10 **SBC-13STATE** will not delay a **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL 3's** employees, agents and contractors with **SBC-13STATE's** policies and practices pertaining to fire, safety and security (i.e., **LEVEL 3** must comply with Section 6.1.2 of this Appendix).
- 9.11 **SBC-13STATE** shall ensure that the construction of Dedicated Space and the Premises comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

10. TESTING AND ACCEPTANCE

- 10.1 Upon **LEVEL 3's** request, which request shall be made no later than ten (10) business days before the end of the Delivery Interval, **LEVEL 3** and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to **LEVEL 3**. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk-through. The correction of these exceptions from **LEVEL 3's** Physical Collocation request shall be at **SBC-13STATE's** expense. Monthly recurring charges shall not commence until **SBC-13STATE** has made its corrections and **LEVEL 3** has completed a follow-up acceptance walk-through.

11. DELIVERY INTERVALS

- 11.1 **SBC-13STATE** will provide Physical Collocation arrangements in Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Premises, **LEVEL 3** will provide a completed Physical Collocation application form found in **SBC-13STATE's** Interconnector's Collocation Services Handbook <https://elec.sbc.com/elec> for Physical Collocation in **SBC-13STATE** and will pay an initial Planning Fee (see Section 19.2.1).

- 11.1.1 **LEVEL 3**, wishing **SBC-13STATE** to consider multiple methods for collocation in an Premises on a single application, will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **SBC-13STATE** to process the application for each of the preferred methods. If **LEVEL 3** provides adequate information and its preferences with its application, **SBC-13STATE** would not require an additional application, nor would **LEVEL 3** be required to restart the quotation interval should its first choice not be available in an Premises. If **LEVEL 3** only wishes **SBC-13STATE** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **SBC-13STATE** is unable to provide **LEVEL 3's** requested collocation method due to space constraints and **LEVEL 3** determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, **LEVEL 3** would be required to submit an additional application. This would not result in incremental application costs to **LEVEL 3** as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of **LEVEL 3's** application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise **LEVEL 3** of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; **Section 6.1.4** will apply where multiple applications are received). **SBC-13STATE** will allow **LEVEL 3** to retain its place in the collocation queue so long as **LEVEL 3** cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.
- 11.1.2 In responding to an application request, if space is available, **SBC-13STATE** shall advise **LEVEL 3** that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. **SBC-13STATE** will not select for **LEVEL 3** the type of Physical Collocation to be ordered.
- 11.1.3 Should multiple applications be submitted by **LEVEL 3** within a ten (10) calendar day period, the following quotation intervals will apply: (SEE table)

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

11.1.4 Should **LEVEL 3** submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof

11.1.5 **SBC-13STATE** will complete construction of Cageless Collocation in Premises such as CEVs, Huts and Vaults in ninety (90) days from the receipt of **LEVEL 3's** acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **SBC-13STATE** will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Premises apply where **LEVEL 3** is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Premises where **LEVEL 3** is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, **SBC-13STATE** will add thirty (30) calendar days to the provisioning interval.

11.2 Augments

11.2.1 **SBC-13STATE** will provide a reduced interval for **LEVEL 3** with existing Physical Collocation space when it requests the following interconnection augments for that existing space. **LEVEL 3** must submit to **SBC-13STATE's** Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for **LEVEL 3's** point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

- 11.2.1.1 A sixty (60) calendar day interval will apply only when **LEVEL 3** requests any of the following augments; 1) **SBC-13STATE** will perform a cage expansion of 300 square feet or less immediately adjacent to **LEVEL 3's** existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area between one **LEVEL 3** and another Collocator provided **LEVEL 3** is interconnected with **SBC-13STATE**'s network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.
- 11.2.1.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC-13STATE** bays, **SBC-13STATE** cable racks and/or cage expansions within Active Central Office space different than described above will require **LEVEL 3** to submit an application. The price quote will contain the charges and the construction interval for that application.
- 11.2.1.3 The construction interval for these other augments will not exceed ninety (90) days. **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 11.2.1.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to **LEVEL 3** by **SBC-13STATE**.

11.2.2 All revisions to an initial request for a Physical Collocation arrangement submitted by **LEVEL 3** via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which **SBC-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. **LEVEL 3** will be required to pay any applicable Planning Fees. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

11.2.3 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery interval.

11.3 **LEVEL 3** may obtain a shorter response interval than are set forth above by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize **LEVEL 3's** applications.

11.4 Any major revision to an application will be treated as a new application following the guidelines in **Section 6.1.9** following and will be subject to the time intervals set forth above.

12. RESERVED FOR FUTURE USE

13. CASUALTY LOSS

13.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of **LEVEL 3's** actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while **LEVEL 3** was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or **SBC-13STATE** opts not to rebuild, then **SBC-13STATE** shall notify **LEVEL 3** within thirty (30) business days following such occurrence that **LEVEL 3's** use of the Dedicated Space will terminate as of the date of such damage. Upon **LEVEL 3's** election, **SBC-13STATE** must provide to **LEVEL 3**, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

13.1.1 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for **LEVEL 3** by **SBC-13STATE**.

13.2 Damage to Premises

In the event that the Premises in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in **SBC-13STATE's** opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate services provided in such Premises by giving **LEVEL 3** ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

14.1 Limitation - With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation Service pursuant to the Agreement, the liability of either **SBC-13STATE** or **LEVEL 3**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to **LEVEL 3** for the period during which

such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

14.1.1 Neither **SBC-13STATE** nor **LEVEL 3** shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

14.1.2 The liability of **SBC-13STATE** or **LEVEL 3** for its willful misconduct or gross negligence if any, is not limited by this Appendix.

14.2 Third Parties

14.2.1 **SBC-13STATE** also may provide space in or access to the Premises to other persons or entities (“Others”), which may include competitors of **LEVEL 3**; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging **LEVEL 3’s** equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither **SBC-13STATE** nor **LEVEL 3** shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **SBC-13STATE** or **LEVEL 3** or its agents or employees.

15. INDEMNIFICATION OF **SBC-13STATE**

15.1 The parties’ conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

16.1 **LEVEL 3** and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier’s Installation Supplier shall adhere to all **SBC-13STATE** requirements. The Installation Supplier shall coordinate with the **SBC-13STATE** representative before any activity relating to hazardous material/waste is started.

17. CONSTRUCTION NOTIFICATION

- 17.1 **SBC-13STATE** will notify **LEVEL 3** prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of **LEVEL 3's** Dedicated Space with potential to disrupt **LEVEL 3's** services. **SBC-13STATE** will provide such notification to **LEVEL 3** at least twenty (20) business days before the scheduled start date of such major construction activity. **SBC-13STATE** will inform **LEVEL 3** as soon as practicable by telephone of all emergency-related activities that **SBC-13STATE** or its subcontractors are performing in the general area of **LEVEL 3's** Dedicated Space, or in the general area of the AC and DC power plants which support **LEVEL 3's** equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that **LEVEL 3** may take reasonable actions necessary to protect **LEVEL 3's** Dedicated Space.

18. INSURANCE

- 18.1 **LEVEL 3** agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:
- 18.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 18.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.
- 18.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per

occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

- 18.1.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3's** personal property situated on or within the Premises or the Dedicated Space. **LEVEL 3** releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to **LEVEL 3** or located on or in the space at the request of **LEVEL 3** when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.
- 18.1.5 Property insurance on **LEVEL 3's** fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of **LEVEL 3** against **SBC-13STATE** for damage to **LEVEL 3's** fixtures or personal property are hereby waived. **LEVEL 3** may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix. This provision is reciprocal to **SBC-13STATE**.
- 18.1.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 18.1.7 **LEVEL 3** must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of insurance.

18.1.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

18.1.9 **LEVEL 3** shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

19. PROTECTION OF SERVICE AND PROPERTY

- 19.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 19.2 **SBC-13STATE** shall furnish **LEVEL 3** with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured **LEVEL 3** space in central offices. In the event of an emergency, **LEVEL 3** shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain **LEVEL 3** equipment or equipment enclosures. **LEVEL 3** will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. **SBC-13STATE** will not delay **LEVEL 3's** entry into an Premises or access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. **LEVEL 3** will also have reasonable access to **LEVEL 3's** collocation space during construction.
- 19.3 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house **LEVEL 3** equipment or equipment enclosures.
- 19.4 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated **LEVEL 3** personnel to indicate an actual security breach of **LEVEL 3's** dedicated or adjoining collocation space.
- 19.5 **SBC-13STATE** shall be responsible for the security of the Premises. If a security issue arises or if **LEVEL 3** believes that **SBC-13STATE's**

security measures are unreasonably lax, **LEVEL 3** shall notify **SBC-13STATE** and the Parties shall work together to address the problem.

19.6 **LEVEL 3** shall limit access to **LEVEL 3** employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

19.7 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to **LEVEL 3's** central office Dedicated Collocation Space by **LEVEL 3's** employees and designated agents. **SBC-13STATE** will not impose unreasonable security restrictions for the Premises, including the Dedicated Collocation Space.

20. RATE REGULATIONS

20.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

20.1.1 Rate Elements - In the event that **SBC-13STATE** seeks to impose a rate element or charge to **LEVEL 3** that is not specifically provided for in this Appendix or in the Pricing Schedule, **SBC-13STATE** shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

20.1.2 In the event **LEVEL 3** disputes the rate element or charge proposed by **SBC-13STATE** that is not specifically provided for in this Appendix or in the Pricing Schedule, **LEVEL 3** shall notify **SBC-13STATE** of its dispute with the proposed charge in writing.

20.2 Rate Elements

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

20.2.1 Planning Fees

20.2.1.1 The Planning Fee, as specified in **SBC-13STATE's** Interconnector's Collocation Services Handbook for Physical Collocation in **SBC-13STATE**, recovers **SBC-13STATE's** costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for **LEVEL 3's** request for the Physical Collocation arrangements. The initial Planning Fee will apply

to **LEVEL 3's** Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of **LEVEL 3**-provided equipment that requires **SBC-13STATE** to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.2 Floor Space Charges

20.2.2.1 Caged Collocation

20.2.2.1.1 The Caged Collocation option provides **LEVEL 3** with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-provided equipment.

20.2.2.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, **LEVEL 3** will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When **LEVEL 3** constructs its own

cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charge as set forth in **Section 19.2 [Confirm]** following. **LEVEL 3** may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

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

20.2.2.1.4 If **LEVEL 3** elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary of this Appendix applies.

20.2.2.1.4.1 Premises Floor Space Charges

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

- Construction costs
- Operating costs

20.2.2.1.4.2 Site Conditioning Charge, per square foot

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting

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

20.2.2.1.4.3 Common Systems Materials Charge

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

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

20.2.2.1.4.4 Safety and Security, per square foot

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within Premises. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

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

- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to **LEVEL 3** making the request. Rates and charges are as found in the Collocation Rate Summary.

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

20.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat

load created by the REMOTE SWITCH MODULE (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.2.2.2 Cageless Collocation

20.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-provided equipment.

20.2.2.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. **LEVEL 3** shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first **LEVEL 3** in **SBC-13STATE** premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each **LEVEL 3** will be based upon the number of frames used by each **LEVEL 3**.

20.2.2.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

20.2.2.2.2.2 Site Conditioning Charge

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

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

20.2.2.2.2.3 Cageless Common Systems Materials Charge

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

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables

- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

20.2.2.2.2.4 Safety and Security

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

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

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

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

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

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

20.2.2.3.4 **SBC-13STATE** will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation

in increments of one linear foot. The first collocator in **SBC-13STATE**'s premises will be responsible only for its pro rata share of the cost of site preparation and security.

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

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

20.2.2.3.6.1 Premises Floor Space Charges

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

- Construction costs
- Operating costs

20.2.2.3.6.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox

- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.3.6.3 Common Systems Materials Charge

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

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

20.2.2.3.6.4 Safety and Security

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

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks

- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.3.6.4.1 In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, the lesser of the costs of the partition or a security camera system for such Premises shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE's** equipment in an Premises and a security camera system for such Premises. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

20.2.2.3.6.5 Cage Preparation

Consists of the following elements and represents charges unique to the

Collocator making the request. Rates and charges are as found in the Collocation Rate Summary:

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

20.2.2.3.6.6 REMOTE SWITCH MODULE (RSM) Option

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

20.2.3 DC Power Amperage Charge

- 20.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by **LEVEL 3** for its power arrangement. By way of example, where **LEVEL 3** orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs), but SBC shall only bill **LEVEL 3** the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power

charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

20.2.4 DC Power Arrangement Provisioning

20.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

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

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

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

20.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however **LEVEL 3** may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **SBC-13STATE** technical support. This rate element may be provided by **SBC-13STATE**.

20.2.7 Premises Ground Cable Arrangement

20.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within **LEVEL 3's** Dedicated Space. Separate Ground Cable Arrangements

are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in **LEVEL 3's** Dedicated Space.

20.2.8 Security Cards

- 20.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary of this Appendix. **SBC-13STATE** will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), **LEVEL 3** may request that the twenty-one (21) day interval be expedited, and **SBC-13STATE** will issue the access and/or ID cards as soon as reasonably practical.

20.2.9 Standard Frame or Cabinet, Each (Optional)

- 20.2.9.1 **LEVEL 3** may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by **SBC-13STATE** or may request that **SBC-13STATE** provide and install the bay or cabinet in the cageless space only. If **LEVEL 3** elects for **SBC-13STATE** to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at **LEVEL 3's** option, a bay or cabinet is placed in space designated by **SBC-13STATE**, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between **LEVEL 3's** facilities and **SBC-13STATE** facilities, previously referred to as "Point of Termination (POT) bay."

20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

- 20.2.10.1 A reinforced passage or opening placed for **LEVEL 3** provided facility between **SBC-13STATE** designated manhole and the cable vault of the Premises.

20.2.11 Entrance Fiber Charge, Per Cable Sheath

20.2.11.1 The Entrance Fiber Charge reflects the time interval spent by **SBC-13STATE** in pulling **LEVEL 3's** cable facilities from **SBC-13STATE** designated manhole, through **SBC-13STATE** cable vault and through **SBC-13STATE** cable support structure to **LEVEL 3's** equipment.

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

20.2.12.1 **LEVEL 3** will select one or more of the interconnection arrangements listed below.

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

20.2.12.1.1.1 **SBC-13STATE**-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between **LEVEL 3's** optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between **LEVEL 3's** POT bay or termination point located in an Adjacent Structure and **SBC-13STATE's** cross-connect bay exceeds ANSI limitations or where **LEVEL 3** specifically requests regeneration, it will be at **LEVEL 3's** expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

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

20.2.12.1.2.1 **SBC-13STATE**-provided cable arrangement of one (1) DS3 connection per cable arrangement between **LEVEL 3's** optional POT Frame or equipment bay and **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame. If regeneration is required because the cabling distance between **LEVEL 3's** POT bay or termination point located in an Adjacent Structure and **SBC-13STATE's** cross-connect bay exceeds ANSI limitations or where **LEVEL 3** specifically requests regeneration, it will be at **LEVEL 3's** expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

20.2.12.1.3.1 **SBC-13STATE** provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between **LEVEL 3's** optional POT frame or equipment bay and **SBC-13STATE** network. These rate elements may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.13 Optical Circuit Arrangement

20.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

20.2.14.1 **SBC-13STATE** provided single signal from **SBC-13STATE** timing source to provide synchronization between **LEVEL 3's** single Network Element and **SBC-13STATE's** equipment.

20.2.15 Timing Interconnection Arrangement (Optional)

20.2.15.1 Timing lead (1 pair) of wires provided by **SBC-13STATE** to **LEVEL 3's** dedicated **LEVEL 3's** Physical Collocation space or optional POT frame or equipment bay.

20.2.16 Collocation Availability Space Report Fee

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

20.2.17 Pre-visits

20.2.17.1 General Applications

20.2.17.1.1 Prior to submitting an application, **LEVEL 3** may elect to arrange with **SBC-13STATE** to visit an Premises for the purpose of permitting **LEVEL 3** to determine if the structure meets its business needs and if space is available in the structure for the potential **LEVEL 3's** Physical Collocation arrangement. If **LEVEL 3** elects to pre-visit **SBC-13STATE's** Premises must submit its request in writing ten (10) business

days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. LEVEL 3 will not be allowed to take photographs, make copies of SBC-13STATE site-specific drawings or make any notations.

- 20.2.17.1.2 For pre-visits, SBC-13STATE will limit the number of SBC-13STATE employees attending the pre-visit to one of SBC-13STATE's employee, unless a different number of SBC-13STATE employees is mutually agreed upon. LEVEL 3 will only be billed for the times of the employee approved by LEVEL 3 and not for additional employees not mutually agreed upon to attend the pre-visit. LEVEL 3 will be charged for the time, if any, SBC-13STATE employees spend traveling and will be based on fifteen (15) minute increments.

20.2.18 Construction Inspections

- 20.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, LEVEL 3 shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, LEVEL 3 will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. LEVEL 3 will be charged for the time, if any, SBC-13STATE employees spend traveling and will be based on fifteen-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

- 20.2.19.1.1 If LEVEL 3 elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Premises, SBC-13STATE will charge Planning

Fees to recover the costs incurred to estimate the quotation of charges for **LEVEL 3's** Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should **LEVEL 3** elect to have **SBC-13STATE** provision an extension of DC Power Service from the Premises to the Adjacent Structure, a DC Power Panel will be required.

20.2.19.2 Adjacent On-site Planning Fee

20.2.19.2.1 An initial Planning Fee will apply when **LEVEL 3** is requesting any Interconnection Terminations between **LEVEL 3's** Adjacent On-site structure and **SBC-13STATE** on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to **LEVEL 3's** Adjacent On-site structure.

20.2.20 Adjacent Off-site Arrangement

20.2.20.1 Adjacent Off-site Structure Arrangements

20.2.20.1.1 If **LEVEL 3** elects to provide an Adjacent Off-site structure as defined in 2.0. of this Appendix and as described in Section **6.1.1** preceding, when all available space is Legitimately Exhausted inside **SBC-13STATE** Premises and **LEVEL 3's** Adjacent On-site Space is not within fifty (50) feet of the Premises outside perimeter wall, **SBC-13STATE** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if **LEVEL 3's** site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE's** Central Office or Premises. When **LEVEL 3** elects to collocate by Adjacent Off-site Arrangement, **LEVEL 3** shall provide both AC and DC Power

required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

20.2.20.2 Planning Fee Adjacent Off-site Arrangement

20.2.20.2.1 Planning Fee will apply when **LEVEL 3** is requesting any Interconnection Terminations between **LEVEL 3's** Adjacent Off-site structure and **SBC-13STATE** on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to **LEVEL 3's** Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

20.2.21 Conduit Space for Adjacent Off-site Arrangement

20.2.21.1 Any reinforced passage or opening placed for **LEVEL 3** provided facility in, on, under/over or through the ground between **SBC-13STATE** designated manhole and the cable vault of the Premises. Rates and charges are as found in the Collocation Rate Summary following.

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

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

20.2.23 Miscellaneous Charges (Optional)

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

20.2.24 Collocation to Collocation Connection

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

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 This rate element is for **SBC-13STATE** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring and recurring rate.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.4 Cable Racking and Hole

20.2.24.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each

Physical Collocation
arrangement(s) at an Premises.

20.2.24.1.5 Route Design

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

21. RIGHT TO USE; MULTIPLE DEDICATED SPACES

21.1 In accordance with this Appendix, **SBC-13STATE** grants to **LEVEL 3** the right to use a Dedicated Space. Each Dedicated Space within an Premises will be considered a single Dedicated Space for the application of rates according to this Appendix.

22. CONSTRUCTION INSPECTIONS

22.1 During the construction of all forms of Physical Collocation space required under this Appendix, **LEVEL 3** shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, **LEVEL 3** will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in **Section 4.2** of this Appendix. If any travel expenses are incurred, **LEVEL 3** will be charged for the time **SBC-13STATE's** employees spend traveling and will be based on fifteen (15) minute increments.

23. OBLIGATIONS OF **LEVEL 3**

23.1 Certification

23.1.1 **LEVEL 3** requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the Physical Collocation space. **SBC-13STATE** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a

telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement

24. LEGITIMATELY EXHAUSTED SPACE

- 24.1 “Legitimately Exhausted” denotes when all space in a Central Office (CO) or other Premises Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before **SBC-13STATE** may make a determination that space in an Premises Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused obsolete equipment from the Premises Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **SBC-13STATE**’s response to **LEVEL 3**’s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in **Section 6.2** of this Appendix. In making this determination, **SBC-13STATE** may reserve space for transport equipment for one (1) year anticipated growth. **SBC-13STATE** may reserve space for Switching, Power and Main Distribution Frame (MDF) for up to five (5) years anticipated growth. Space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth. Additionally, **SBC-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **SBC-13STATE** or for future use by **SBC-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use.
- 24.2 In central offices without collocators, the above reservation time frames become effective when first Requesting Carrier applies for space in respective central office.
- 24.3 The Company’s total space reservation cannot exceed the Central Office Floor Space currently used by the Company.
- 24.4 Where Physical Collocation space within **SBC-13STATE** Premises is Legitimately Exhausted, and **LEVEL 3**’s Adjacent On-site space is not within 50 ft. of the Premises outside perimeter wall, **LEVEL 3** has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

25. CAGED, CAGED COMMON PHYSICAL COLLOCATION AND SHARED CAGED COLLOCATION INSTALLATION INTERVAL

- 25.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 25.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Caged Physical or Shared Caged Collocation within ninety (90) calendar days from the completion of the application process (when **LEVEL 3** has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
- 25.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in **Section 6.1.9 [Confirm pin point]**.

26. CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL

- 26.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.
- 26.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, **SBC-13STATE** will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when **LEVEL 3** has remitted a signed confirmation form along with a check for fifty percent (50%) of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.
- 26.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in **Section 6.1.9 [Confirm pin point]**.

27. ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS

- 27.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in **Sections 6.1.1 [Confirm pin point]** (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

28. OCCUPANCY

- 28.1 Unless there are unusual circumstances, **SBC-13STATE** will notify **LEVEL 3** that the Dedicated Space is ready for occupancy within five (5) business days after **SBC-13STATE** completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to **SBC-13STATE's** network or obtain access to **SBC-13STATE** Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that **SBC-13STATE** has refused to interconnect with **LEVEL 3**, the one hundred eighty (180) day deadline shall be extended until **SBC-13STATE** allows **LEVEL 3** to interconnect. **SBC-13STATE**, however, may extend beyond the one hundred eighty (180) days provided **LEVEL 3** demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented **LEVEL 3** from meeting that deadline.
- 28.2 If **LEVEL 3** fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after **SBC-13STATE** provides **LEVEL 3** with written notice of such failure and **LEVEL 3** does not place operational telecommunications equipment in the Dedicated Space and interconnect with **SBC-13STATE** or obtain access to **SBC-13STATE** Lawful UNEs by that tenth (10) business day. In any event, **LEVEL 3** shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 28.3 For purposes of this Section, **LEVEL 3's** telecommunications equipment is considered to be operational and interconnected when connected to either **SBC-13STATE's** network or interconnected to another Collocator's equipment that resides within the same structure, provided **LEVEL 3's** equipment is used for interconnection with **SBC-13STATE's** network or to obtain access to **SBC-13STATE's** Lawful UNEs, for the purpose of providing this service.
- 28.4 If **LEVEL 3** causes **SBC-13STATE** to prepare the Dedicated Space and then **LEVEL 3** does not use the Dedicated Space (or all the Dedicated

Space), **LEVEL 3** will pay **SBC-13STATE** the monthly recurring and other applicable charges as if **LEVEL 3** were using the Dedicated Space.

29. CANCELLATION PRIOR TO DUE DATE

29.1 In the event that **LEVEL 3** cancels its order after acceptance of the quotation and **SBC-13STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to other remedies that **SBC-13STATE** might have, **LEVEL 3** shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide **LEVEL 3** with a detailed invoice showing the costs it incurred associated with preparation.

29.2 Billing Dispute Resolution.

In the event that the parties have a dispute on a bill for collocation ordered under this Appendix, the Parties shall follow the procedures for Dispute Resolution set forth in Section 10 of the General Terms & Conditions Appendix of this Agreement.

29.3 Reserved.

29.4 Reserved.

29.5 Reserved.

29.6 Reserved.

29.7 Reserved.

29.8 Reserved.

29.9 Reserved.

29.10 Reserved.

29.11 Billing for Caged Shared and Caged Common Collocation Arrangements

- 29.11.1 Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original collocator for space. However, **SBC-13STATE** shall bill the other collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements.

30. ALLOWANCES FOR INTERRUPTIONS

- 30.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to **SBC-13STATE's** designated contact point and ends when the Physical Collocation arrangement is operative and reported to **LEVEL 3's** designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of **LEVEL 3**. A credit allowance will be made to **LEVEL 3** where the interruption is due to the actions or negligence of **SBC-13STATE**.
- 30.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.
- 30.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. **LEVEL 3** shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

31. CDOW (COLLOCATOR DOING OWN WORK) - **LEVEL 3** RESPONSIBILITIES

- 31.1 When **LEVEL 3** selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still

apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary of this Appendix.

- 31.2 **LEVEL 3** has the option to provide, install and terminate its interconnection cabling between **LEVEL 3's** Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if **LEVEL 3** does all three (3) activities associated with interconnection cabling: provide, install and terminate. **LEVEL 3** may not elect to do some but not all the activities. **LEVEL 3** must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its power cable leads described in **Section 21.2 below**. If **LEVEL 3** selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to **LEVEL 3**. Intervals and provisioning for this option are found **Section 21.3**. **LEVEL 3's SBC-13STATE** Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE's** Technical Publication TP 76300MP for installation of equipment and facilities.
- 31.3 **LEVEL 3** has the option to provide, install, and terminate its power cable leads between **LEVEL 3's** Dedicated Space and **SBC-13STATE's** Battery Distribution Fuse Bay (BDFB) by using an **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, **LEVEL 3's SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. **LEVEL 3** must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of **LEVEL 3's** power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if **LEVEL 3** does all three (3) activities associated with the power cable lead unless described otherwise within this Section. **LEVEL 3** may not elect to do some but not all the activities unless otherwise permitted in this Section. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its interconnection cabling described in **Section 21.1 above**. Intervals and provisioning for this option are found in **Section 32.3**. **LEVEL 3's SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE's** Technical Publication TP 76300MP for installation of equipment and facilities.

31.4 Interval (LEVEL 3** Installs Interconnection and Power Cabling)**

31.4.1 The intervals set forth in this **Section 21.3** apply only when **LEVEL 3** installs interconnection and power cabling. **SBC-13STATE** will notify **LEVEL 3** as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of **LEVEL 3's** accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that **LEVEL 3's** Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, **LEVEL 3** must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

31.4.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to **LEVEL 3's** the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from **LEVEL 3**. **LEVEL 3** must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC-13STATE** has received such response and payment. If **LEVEL 3** has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified **LEVEL 3** its request has been granted, the application will be canceled. Dedicated Space is not reserved until **SBC-13STATE's** receipt of the confirmatory response in writing from **LEVEL 3** with applicable fees.

31.4.3 The delivery interval for Caged or Cageless Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by **LEVEL 3**, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

31.4.3.1 The delivery interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

Table (1)

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

31.4.3.2 Should **LEVEL 3** submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-**

13STATE will depend on which variables apply within each Premises Physical Collocation is requested.

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

31.4.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to **LEVEL 3**. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to **LEVEL 3** by **SBC-13STATE**.

31.4.5 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

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

For each augment request, **LEVEL 3** must submit a complete and accurate Physical Collocation Application.

31.4.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 31.4.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 31.4.5.3 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by **LEVEL 3**, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

Table (2)

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

- 31.4.5.4 The delivery interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.
- 31.4.5.5 Should **LEVEL 3** submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications

received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

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

31.4.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate a mutually agreeable delivery interval.

31.4.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE's** receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

31.5 Rates Elements for **SBC-13STATE** Central Offices

31.5.1 Caged Collocation

- 31.5.1.1 When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will be subject to the AC Circuit Placement charge, which includes 4" conduit and

wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.

31.5.2 DC Power Arrangement Provisioning

- 31.5.2.1 When **LEVEL 3** selects the option to provide and install its power cable by a **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. **LEVEL 3** will not be permitted access to **SBC-13STATE** Battery Distribution Fuse Bay or Power Plant Primary Distribution, but **SBC-13STATE** approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **SBC-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

31.5.3 Entrance Fiber Optic Cable Arrangement

- 31.5.3.1 When **LEVEL 3** selects the option to pull **LEVEL 3's** provided fire retardant entrance fiber optic cable under **SBC-13STATE** observation, through **SBC-13STATE** cable vault to **LEVEL 3's** equipment with **SBC-13STATE** approved vendor, only the construction and route design charge will apply. **LEVEL 3** will not be permitted access to the cable vault, but **SBC-13STATE** approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

31.5.4 DS0 Voice Grade Interconnection Cable Arrangement

- 31.5.4.1 When **LEVEL 3** selects the option to provide and install its interconnection cabling by an **SBC-13STATE** approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but

SBC-13STATE approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.5 DS-1 Interconnection Cable Arrangement to DCS

31.5.5.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.6 DS-1 Interconnection Cable Arrangement to DSX

31.5.6.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.7 DS-3 Interconnection Cable Arrangement to DCS

31.5.7.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the application form.

LEVEL 3 will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.8 DS-3 Interconnection Cable Arrangement to DSX

- 31.5.8.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.9 Fiber Interconnection Cable Arrangement

- 31.5.9.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10 Collocation to Collocation Connection

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

31.5.10.1.1 Fiber Cable

31.5.10.1.1.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.2 Copper Cable

31.5.10.1.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.3 Coax Cable

31.5.10.1.3.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-**

13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.4 Cable Racking and Hole

31.5.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Premises. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.5 Route Design

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

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to SBC-13STATE for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC-13STATE's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by LEVEL 3.
- 1.2 ***This Appendix contains the sole and exclusive terms and conditions pursuant to which LEVEL 3 will obtain virtual collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any LEVEL 3 order for any 251(c)(6) virtual collocation as being submitted under this Appendix. In addition, SBC-13STATE will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) virtual collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. SBC-13STATE will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.***
- 1.3 Upon request from LEVEL 3, SBC-13STATE will provide one of the following maintenance alternatives for its virtual collocation offering:
- 1.3.1 In all of SBC-13STATE's premises, SBC-13STATE will offer virtual collocation wherein SBC-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 19 of this Appendix.
- 1.3.2 In CEVs, huts and cabinets where physical collocation space is not available, LEVEL 3 may opt for virtual collocation wherein LEVEL 3 maintains and repairs the virtually collocated equipment as described in Section 15 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC-13STATE may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Section 15, this maintenance alternative is contingent on the provision of a security escort paid for by LEVEL 3. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 15 is null and void and all virtual collocation will be maintained as described in Section 1 above.
- 1.4 Reserved for future use.
- 1.5 Rates for the individual UNEs LEVEL 3 wants to gain access to using virtual collocation can be found in LEVEL 3's Agreement with SBC-13STATE.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's Central Offices is contained in 19.36.1 (Rate Elements for SBC-13STATE Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's CEVs, Huts and Cabinets is contained in 19.36.2 (Rate Elements for SBC-13STATE CEVs, Huts and Cabinets).
- 1.7 Reserved for future use.
- 1.8 Reserved for future use.

- 1.9 Virtual Collocation is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC-13STATE CEVs, Huts and Cabinets. Upon request, SBC-13STATE will provide a listing of locations of SBC-13STATE's CEVs, Huts or Cabinets.
- 1.10 ***The rate elements provided in this Appendix are required when LEVEL 3 uses virtual collocation equipment to access UNEs.*** Such access is provided through cross connects purchased from the Agreement. Unbundled network elements including associated cross connects are obtained from the Agreement between LEVEL 3 and SBC-13STATE. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
- 1.10.1 LEVEL 3 shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as set forth in Section **1.10.9**.
- 1.10.2 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R. § 51.323 of the FCC's rules, and all applicable state and federal laws, LEVEL 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations. SBC-13 STATE will also permit Level 3 to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.
- 1.10.3 Reserved for future use.
- 1.10.4 Reserved for future use.
- 1.10.5 Reserved for future use.
- 1.10.6 Reserved for future use.
- 1.10.7 Reserved for future use.
- 1.10.8 All types of network equipment placed in SBC-13STATE network equipment areas of Premises by SBC-13STATE or LEVEL 3 must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) LEVEL 3's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) LEVEL 3 must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. LEVEL 3 will be expected to conform to the same accepted procedures and standards utilized by including SBC-13STATE and its contractors when engineering and installing equipment.
- 1.10.9 In the event that SBC-13STATE denied Collocation of LEVEL 3's equipment, citing Safety Standards, SBC-13STATE will provide within five (5) business days of LEVEL 3's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Premises for which Collocation was denied

together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Premises.

- 1.10.10 If SBC 13State objects to collocation of equipment by Level 3 for purposes within the scope of Section 251(c)(6) of the Act, SBC13-State 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 in Section 251(b) of the Act. SBC13-State may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC13-State applies to its own equipment. SBC13-State may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If SBC13-State denies collocation of Level 3's equipment, citing safety standards, SBC13-State must provide to Level 3 within five business days of the denial a list of all equipment that the incumbent LEC locates at the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that the incumbent LEC contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that the requesting carrier's equipment does not satisfy; SBC13-State's basis for concluding that the requesting carrier's equipment does not meet this safety requirement; and SBC13-State's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.**

In the event SBC-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that LEVEL 3's equipment does not meet the minimum safety standards, LEVEL 3 must not collocate the equipment unless and until the dispute is resolved in its favor. LEVEL 3 will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already is collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, SBC-13STATE or LEVEL 3 may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that LEVEL 3's equipment does not meet the minimum safety standards above, LEVEL 3 must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

- 1.10.11 Regarding safety, LEVEL 3 equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Premises, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Premises in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.
- 1.11 LEVEL 3 may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment LEVEL 3 purchases and LEVEL 3 may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of LEVEL 3 who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If SBC-13STATE chooses to have its personnel present when the LEVEL 3 equipment is installed, then SBC-13STATE's presence will be at its own expense. However, if SBC-13STATE demonstrates that the LEVEL 3 contractor has or would have violated any

standard or requirement for installation of equipment, as required under this Appendix, LEVEL 3 is responsible for the quantifiable expense incurred by SBC-13STATE.

1.12 Federal Telecommunications Act of 1996

1.12.1 Reserved for future use.

1.12.2 The use of virtual collocation for (1) interconnection to SBC-13STATE or (2) access to SBC-13STATE's unbundled network elements, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC-13STATE CEVs, Huts and Cabinets.

1.12.3 In addition, the following terms and conditions contained in the SBC-13STATE's Physical Collocation Appendix shall apply to virtual collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1-Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section .9.7-Alterations, Section 11-Re-entry.

2. **RESERVED FOR FUTURE USE.**

3. **PROVISIONING**

3.1 LEVEL 3 will order Virtual collocation for Interconnection to SBC-13STATE or access to SBC-13STATE-provided UNEs as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of LEVEL 3.

3.2 SBC-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself or another Collocator in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

4. **LEVEL 3 RESPONSIBILITIES**

4.1 LEVEL 3 will provide, under this Section of this Appendix, at its expense, all equipment and associated materials required to facilitate interconnection and access to SBC-13STATE's UNEs. LEVEL 3 will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all LEVEL 3-owned and provided equipment,

4.1.5 All training as described in Section 14.4.16.

- 4.2 LEVEL 3 will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by LEVEL 3 for placement in/on SBC-13STATE property. Suitable replacements are to be immediately provided to SBC-13STATE to restore equipment.
- 4.3 LEVEL 3 will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to SBC-13STATE central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 SBC-13STATE will work cooperatively with LEVEL 3 to develop implementation plans including timelines associated with:
- 5.1.1 Placement of LEVEL 3's fiber into the central office vault,
- 5.1.2 Location and completion of all splicing,
- 5.1.3 Completion of installation of equipment and facilities,
- 5.1.4 Removal of above facilities and equipment,
- 5.1.5 To the extent known, LEVEL 3 can provide forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements,
- 5.1.6 To the extent known, LEVEL 3 is encouraged to provide SBC-13STATE with a listing of the equipment types that they plan to virtually collocate in SBC-13STATE's central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SBC-13STATE personnel are properly trained on LEVEL 3 equipment.

6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of LEVEL 3's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will notify LEVEL 3 as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
- 6.1.2 In responding to an application request, SBC-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. LEVEL 3 has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of virtual collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days

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6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 6.1.4 Should **LEVEL 3** submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 **LEVEL 3** may obtain a shorter quote interval by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize **LEVEL 3** applications.
- 6.1.6 Once **SBC-13STATE** has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to **LEVEL 3** in writing with a cover letter. **LEVEL 3** has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.
- 6.1.7 If **LEVEL 3** fails to respond within the forty-five (45) calendar day interval, should **LEVEL 3** decide at a later time to proceed with virtual collocation, a new application and Planning Fee will be required.
- 6.2 Implementation Intervals
- 6.2.1 A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will allow **LEVEL 3's** vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The virtual collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the virtual collocation area.
- 6.2.2 The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where **LEVEL 3** is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where **LEVEL 3** is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for virtual collocation in Premises such as CEVs (Vaults), Huts and Cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With SBC-13STATE installation of bay/racks/frames
Virtual	Active Collocation space	90 calendar days	With LEVEL 3 installation of bay/racks/frames

- 6.2.4 Where space is not suitable for central office equipment (e.g., it is not Active collocation space), **SBC-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of **LEVEL 3's** acceptance of the quotation where power is available and **LEVEL 3** is installing all of its own bays. The virtual collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of **LEVEL 3's** acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of **LEVEL 3's** space and sufficient termination capacity on the power plant and/or BDFB exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either party to the appropriate State commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of **LEVEL 3's** equipment, arrangement, or facilities.
- 6.3.2 **SBC-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by **LEVEL 3** and engineered and installed by a mutually agreed upon vendor for **LEVEL 3**. **LEVEL 3** will have the authority to select installation vendors. All installations of equipment will be in accordance with the **LEVEL 3**-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 **LEVEL 3** and **SBC-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with **LEVEL 3**.
- 6.3.5 **SBC-13STATE** will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to **LEVEL 3** at collocation space turnover. This information is used to request access and line sharing services. **LEVEL 3** is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.
- 6.4 Revisions
- 6.4.1 All Revisions to an initial request for a virtual collocation arrangement submitted by **LEVEL 3** must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional LEVEL 3 bays or equipment that impact the existing/proposed floor-space area provided to LEVEL 3 in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to LEVEL 3's application not specified above must be reviewed by SBC-13STATE to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, LEVEL 3 must submit a Virtual Collocation Application Form to SBC-13STATE Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 SBC-13STATE will work cooperatively with LEVEL 3 to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 LEVEL 3 will arrange to deliver to SBC-13STATE central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of LEVEL 3's equipment.

7.2 For the disconnection of circuits, LEVEL 3's will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of LEVEL 3's circuit.

7.3 SBC-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of LEVEL 3's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the LEVEL 3-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of LEVEL 3. In an emergency, SBC-13STATE may

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- perform necessary repairs without prior notification. In such an event, SBC-13STATE will notify LEVEL 3 as soon as practicable after completing such repairs or if Level 3's assistance is required to complete repairs. The labor rates specified in Section 14.4.17 apply to SBC-13STATE central offices and SBC-13STATE CEVs, Huts and Cabinets and are applicable for all repairs performed by SBC-13STATE on LEVEL 3's facilities and equipment.
- 8.2 When initiating repair requests on LEVEL 3-owned equipment, LEVEL 3 must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by LEVEL 3 and availability of spare parts as provided by LEVEL 3, SBC-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 LEVEL 3 will request any and all maintenance by SBC-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, LEVEL 3 must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by LEVEL 3 and availability of spare parts as provided by LEVEL 3, SBC-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 LEVEL 3 has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of LEVEL 3's equipment is at the direction and control of LEVEL 3, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of LEVEL 3.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, LEVEL 3 will work cooperatively with SBC-13STATE to remove LEVEL 3's equipment and facilities from SBC-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. LEVEL 3 is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of LEVEL 3 virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, LEVEL 3 will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits LEVEL 3 to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-Company location, at the expense of LEVEL 3. Upon termination of the Virtual Collocation, LEVEL 3 must remove the fiber entrance cable used for the Virtual Collocation **as set forth herein**. If the entrance cable is not scheduled for removal within seven business (7) days, SBC-13STATE may arrange for the removal, and LEVEL 3 will be responsible for any charges incurred to

remove the cable. SBC-13STATE and LEVEL 3 will cooperatively manage the removal process. LEVEL 3 is only responsible for physically removing entrance cables housed in conduits or inner-ducts and shall not do so unless and until SBC-13STATE instructs LEVEL 3 that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

12. RATE REGULATIONS

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE-provided UNEs in SBC-13STATE CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, Huts and Cabinets).

12.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 6, the following provides a list of the specific rate elements for virtual collocation in SBC-13STATE's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers SBC-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for LEVEL 3's request for a virtual collocation arrangement. The Planning Fee also provides for SBC-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place LEVEL 3-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to LEVEL 3's request for a virtual collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

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

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by SBC-13STATE expressed as a monthly rate. SBC-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by SBC-13STATE and LEVEL 3 or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When

the standard bay relay rack is provided by **LEVEL 3**, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with **LEVEL 3** or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

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

12.4.5.2 Site Conditioning

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Premises for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

14.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at LEVEL 3's equipment bay are provided by LEVEL 3. In the event that LEVEL 3 requires a power arrangement that exceeds 50 AMPS from a single source, SBC-13STATE will cooperatively work with LEVEL 3 using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by LEVEL 3 for its power arrangement. By way of example, where LEVEL 3 orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but SBC shall only bill LEVEL 3 the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) Non-Shielded or Shielded between SBC-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-

recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to DCS

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's DCS functionality purchased from LEVEL 3's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to DSX

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC-13STATE's DSX functionality purchased from LEVEL 3's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to DCS

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's DCS functionality purchased from LEVEL 3 Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to DSX

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC-13STATE's DSX functionality purchased from LEVEL 3's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between SBC-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 SBC-13STATE provided single signal from SBC-13STATE's timing source to provide synchronization between LEVEL 3's single network element and SBC-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by LEVEL 3 are specified on the Collocation Rate Summary.

12.4.16 Training

- 12.4.16.1 **SBC-13STATE** is responsible for determining when training is necessary and how many of **SBC-13STATE's** employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of **LEVEL 3's** designated equipment not currently used in a wire center selected by **LEVEL 3** for virtual collocation. If training will be required on the equipment that is contained in an application, **SBC-13STATE** will so notify by telephone or e-mail the **LEVEL 3** point of contact listed on the application within 30 calendar days of the application receipt date. **SBC-13STATE** will be limited to request training for four (4) of **SBC-13STATE's** personnel per location, unless a different number is mutually agreed upon by **SBC-13STATE** and **LEVEL 3**.
- 12.4.16.2 **LEVEL 3** may have **SBC-13STATE** arrange for the required training of **SBC-13STATE's** personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.
- 12.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, **LEVEL 3** will assume the responsibility for providing the training. It is then the responsibility of **LEVEL 3** to:
- 12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
 - 12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC-13STATE** employee training.
 - 12.4.16.3.3 arrange and pay all costs associated with **SBC-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC-13STATE** employee training.
- 12.4.16.4 **SBC-13STATE** will work cooperatively with **LEVEL 3** to schedule **SBC-13STATE's** personnel training time required for the installation, maintenance and repair of **LEVEL 3's** designated equipment. **LEVEL 3** will be assessed two hours of the technician additional labor charge for **SBC-13STATE's** personnel time required to coordinate training activities with **LEVEL 3**. **LEVEL 3** will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in **36.3(P) (Training)** will be assessed to **LEVEL 3**.
- 12.4.17 Maintenance and Repair Labor Rates
- 12.4.17.1 Maintenance of Equipment
- 12.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for ongoing maintenance of **LEVEL 3's** equipment. Any maintenance requirements will be initiated by **LEVEL 3**. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by SBC-13STATE to LEVEL 3 for repair of LEVEL 3's equipment. All repair will be at the direction of LEVEL 3.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Premises. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Premises. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Premises. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

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

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for evaluating **LEVEL 3's** equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for cooperative assisting **LEVEL 3's** approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

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

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

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the **LEVEL 3**-provided cable into the Premises, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for **LEVEL 3** provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, Hut, or Cabinet and **LEVEL 3** structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the Hut, CEV, or cabinet based on the amount of mounting space that is used by **LEVEL 3** as measured in 2-inch

increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a Maxi-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a Mini-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for **SBC-13STATE** personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any **LEVEL 3**-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 This section describes Alternative Virtual Collocation wherein LEVEL 3 maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, SBC-13STATE shall determine which Premises require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aid in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of LEVEL 3's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.
- 13.3 After LEVEL 3 has been provided with written notification by SBC-13STATE that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aid in the prevention of accidental network outages, LEVEL 3 may not enter an Premises without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to LEVEL 3 those drawings, schematics, or other engineering documents that identify the location of LEVEL 3's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent LEVEL 3 from entering the Premises. If SBC-13STATE does not immediately make the requested documents available to LEVEL 3 and LEVEL 3 enters the Premises, SBC-13STATE shall deliver the requested documents to LEVEL 3 immediately upon locating same.
- 13.4 SBC-13STATE will provide a security escort with LEVEL 3 paying the expense for the escort. SBC-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 1.24 is null and void, and all virtual collocation will be maintained by SBC-13STATE as described in Section 1.3.
- 13.5 Prior to entering an Premises that requires drawings, schematics, or other engineering documents, LEVEL 3 must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. LEVEL 3 providing notice to SBC-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Premises.
- 13.6 LEVEL 3 shall conduct background checks of the technicians who have access to the collocation space. LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 16.3 to ensure the safety and integrity of the Premises including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC-13STATE or other Collocators in jeopardy.
- 13.7 SBC-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the ` where collocation will take place.
- 13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from LEVEL 3 in a reasonable manner. LEVEL 3 shall provide indemnification and insurance to cover any damages caused by LEVEL 3's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's equipment suppliers with equivalent access.

- 13.9 Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF LEVEL 3

- 14.1 Indemnification of **SBC-13STATE** : The parties' conduct under this agreement shall be subject to the Indemnity provisions of the General Terms and Conditions.

14.2 Insurance

LEVEL 3 agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 14.2.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3's** personal property situated on or within the Premises. **LEVEL 3** releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to **LEVEL 3** or located on or in the space at the request of **LEVEL 3** when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.
- 14.2.5 Property insurance on **LEVEL 3's** fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of **LEVEL 3** against **SBC-13STATE** for damage to **LEVEL 3's** fixtures or personal property are hereby waived. **LEVEL 3** may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix. This provision is reciprocal to **SBC-13STATE**.
- 14.2.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

14.2.7 LEVEL 3 must provide a certificate of insurance to SBC stating the types of insurance and policy limits that apply to the collocation space sought in any particular collocation application before SBC will commence work on that application. These insurance provisions and requirements are reciprocal to SBC-13STATE as well. Notwithstanding any other provision in this Appendix, no interval provided for in this Appendix shall begin if Level 3 has not provided the required certificate of insurance.

14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

14.2.9 LEVEL 3 shall also require all contractors who may enter the Premises to maintain the same insurance requirements listed above.

14.3 Conduct While in SBC-13STATE Premises

14.3.1 LEVEL 3 and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Premises and other property of SBC-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of LEVEL 3 or SBC-13STATE in jeopardy. The following are actions that could damage or place the Premises, or the network or the personnel of LEVEL 3 or SBC-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Premises and other property of SBC-13STATE:

14.3.1.1 Theft or destruction of SBC-13STATE's or LEVEL 3's property;

14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC-13STATE's property;

14.3.1.3 Threats or violent acts against other persons on SBC-13STATE's property;

14.3.1.4 Knowing violations of any local, state or federal law on SBC-13STATE's property;

14.3.1.5 Permitting unauthorized persons access to SBC-13STATE or LEVEL 3's equipment on SBC-13STATE's property; and

14.3.1.6 Carrying a weapon on SBC-13STATE's property.

14.3.2 In addition, LEVEL 3 and SBC-13STATE will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC-13STATE or LEVEL 3 of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to LEVEL 3 at no charge.

14.3.3 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. LEVEL 3 personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 can then provide its employees

with their own security training. Qualification program and security training details shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC-13STATEs

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of LEVEL 3

15.1.1 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE's security standards. LEVEL 3 personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 can then provide its employees with their own security training. Qualification program and security training details shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in **12** preceding apply to this virtual collocation alternative wherein LEVEL 3 maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for SBC-13STATE's Offices

16.1.1 This security escort charge consists of the charges for SBC-13STATE-provided security escorts for LEVEL 3 Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by LEVEL 3. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

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

16.2.1 The security escort charge consists of the charges for SBC-13STATE provided security escorts for LEVEL 3 Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by LEVEL 3. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to

all existing LEVEL 3 collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES

When LEVEL 3 selects the option to provide, install, and terminate their interconnection and power cabling with an SBC-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 19 following.

17.1 Interconnection Cable

- 17.1.1 LEVEL 3 has the option to provide, install and terminate its interconnection cabling between LEVEL 3's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if LEVEL 3 does all three (3) activities associated with interconnection cabling: provide, install and terminate. LEVEL 3 may not elect to do some but not all the activities. LEVEL 3 must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its power cable leads described in Section 19.2. If LEVEL 3 selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to LEVEL 3's SBC-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. LEVEL 3's SBC-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

- 17.2.1 LEVEL 3 has the option to provide, install and terminate its power cable leads between LEVEL 3's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, LEVEL 3's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 17.2.2 LEVEL 3 must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of LEVEL 3's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if LEVEL 3 does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 LEVEL 3 may not elect to do some but not all the activities unless otherwise permitted in this Section. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its interconnection cabling described in Section 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. LEVEL 3's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP)

from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when LEVEL 3 hires SBC-13STATE Approved Vendor Installs Interconnection and Power Cabling

17.3.1.1 SBC-13STATE will provide Virtual Collocation arrangements in Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Premises will be made initially by SBC-13STATE. SBC-13STATE will notify LEVEL 3 as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of LEVEL 3's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that LEVEL 3's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise LEVEL 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide LEVEL 3 with sufficient detail so that LEVEL 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, LEVEL 3 must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 19.3 is for new and augment Virtual Collocation Applications and apply only when LEVEL 3 installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to LEVEL 3's SBC-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SBC-13STATE receives a complete and accurate Virtual Collocation Application from LEVEL 3. LEVEL 3 must provide SBC-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If LEVEL 3 has not provided SBC-13STATE such response and payment by the twelfth (12th) calendar day after the date SBC-13STATE notified LEVEL 3 its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from LEVEL 3 with applicable fees. The delivery interval for Virtual Collocation is determined by SBC-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by LEVEL 3 and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to LEVEL 3 by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by SBC-13STATE from LEVEL 3 will be processed in the order received unless LEVEL 3 provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should **LEVEL 3** submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

17.3.1.4 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Premises that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to **LEVEL 3's SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to **LEVEL 3's SBC-13STATE** Approved Vendor by **SBC-13STATE**.

17.3.3 Cable Augments

17.3.3.1 This subsection provides for shortened intervals for the following interconnection cabling augment requests:

- up to 168 DS1 connections and/or
- up to 48 DS3 connections and/or

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- up to 400 Copper (shielded or nonshielded) cable pair connections and/or
- up to 12 fiber pair connections.

For each augment request, **LEVEL 3** must submit a complete and accurate Physical Collocation Application.

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

17.3.3.3 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by **LEVEL 3**, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

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

17.3.3.4 Should **LEVEL 3** submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

17.3.3.5.1 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days.

17.3.3.5.2 If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60)

calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, SBC-13STATE will work cooperatively with LEVEL 3 to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from SBC-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with LEVEL 3 and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for SBC-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When LEVEL 3 selects the option to install the power cable by SBC-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by a SBC-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to DCS

17.4.3.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to DSX

17.4.4.1 When LEVEL 3 selects the option to provide and install the interconnection cabling by SBC-13STATE approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to DCS

- 17.4.5.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.6 DS-3 Interconnection Cable Arrangement to DSX
 - 17.4.6.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.7 Fiber Interconnection Cable Arrangement
 - 17.4.7.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.8 Collocation to Collocation Connection
 - 17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.
 - 17.4.8.1.1 Fiber Cable
 - 17.4.8.1.1.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.1.2 Copper Cable
 - 17.4.8.1.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.1.3 Coax Cable
 - 17.4.8.1.3.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a

combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.1.4 Cable Racking and Hole

17.4.8.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.1.5 Route Design

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