

Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

**SBC-13STATE Agreement  
Signatures**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED  
BY THE PARTIES.**

CLEC's State-Specific:

Facilities-Based OCN #

Resale OCN #

ACNA

**Sprint Communications Company, LP**

**Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by  
SBC Operations, Inc., its authorized agent**

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

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: AVP-Local Interconnection Marketing

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

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

**Intercarrier Compensation Option Choice:**

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

**THIS AGREEMENT CONTAINS ARBITRATED PROVISIONS AS DETERMINED BY THE MISSOURI PUBLIC  
SERVICE COMMISSION IN CASE NO. TO-2005-0336.**

# **APPENDIX COORDINATED HOT CUT (CHC)**

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. CHC SERVICE DESCRIPTION.....	3
3. CHC PRICING.....	4

## APPENDIX COORDINATED HOT CUT (CHC)

### 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.4 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.5 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.7 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

### 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the SBC-13STATE.
- 2.3 SBC-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 The SBC-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the SBC-

13STATE's ability to provide its baseline service. Where time permits, the SBC-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

### 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, SBC-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
  - 3.2.1 SBC MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)<sup>1</sup>
  - 3.2.2 SBC NEVADA – PUCN, Section C13A, 13.2.6(c)
  - 3.2.3 SBC CALIFORNIA – Access Tariff 175-T, Section 13.2.6(c)
  - 3.2.4 SBC SOUTHWEST REGION 5-STATE – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
  - 3.2.5 SBC CONNECTICUT – Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the SBC-13STATE fails to meet a CHC Service commitment for reasons within the control of SBC-13STATE, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, SBC-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and SBC-13STATE is no longer obligated to ensure a CHC is on that order.

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<sup>1</sup> SBC-13STATE will not charge the additional labor rate in a particular state in the SBC MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

## REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Remand Order Embedded Base Temporary Rider (the "Embedded Base Rider") to the Interconnection Agreement by and between one or more of the SBC Communications Inc. owned ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, ("SBC" or "SBC ILEC") and CLEC (collectively referred to as "the Parties") ("Agreement") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, by its TRO, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC MISSOURI was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the TRO requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act, and therefore, SBC MISSOURI was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,<sup>1</sup> on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS" or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs; and

WHEREAS, the FCC, in its *TRO Remand Order*, instituted transition periods and pricing to apply to CLEC's embedded base of the affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC has an embedded base of one or more of the affected elements, and the transition periods applicable to one or more of the elements had not yet expired;

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement to apply only to the embedded base of the affected elements, as set forth below:

<sup>1</sup> Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

1. TRO Remand-Declassified Loop-Transport Elements. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

- 1.1 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s);
- (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport).

SBC MISSOURI's transitional provision of embedded base Affected Element(s) under this Section 1.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Affected Element(s).

- 1.2 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus* 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus* 15%.

- 1.2.1 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

- 1.2.2 CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.



- 1.3 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 1.3.1 and 1.3.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.
  - 1.3.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.
  - 1.3.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.
  - 1.3.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.
2. TRO Remand-Declassified Switching and UNE-P. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)
  - 2.1 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:
    - (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
    - (b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
    - (c) March 11, 2006.

SBC MISSOURI's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2.1 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.
  - 2.1.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this Section 2, and subject to the conditions set forth in Section 2.1.1.1 below, SBC MISSOURI shall also continue to

provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

2.1.1.1 The [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

2.2 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

2.2.1 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

2.2.2 CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

2.3.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 2.1.1, above] in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to a market-based rate.

3. Sections 1 and 2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

4. In entering into this Embedded Base Rider, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Embedded Base Rider) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*")

and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

5. Except to the extent of the very limited purposes and time periods set forth in this Embedded Base Rider, this Embedded Base Rider, does not, in any way, extend the rates, terms or conditions of the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX] beyond its term.
6. In all states other than Ohio, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the applicable state commission and shall become effective ten (10) days following the date upon which such state commission approves this Embedded Base Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Embedded Base Rider is deemed approved by operation of law. In the state of Ohio only, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Embedded Base Rider shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing.

# **APPENDIX PHYSICAL COLLOCATION**

## TABLE OF CONTENTS

1. INTRODUCTION .....	70
2. DEFINITIONS .....	71
3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS .....	73
4. RESPONSIBILITIES OF SBC-13STATE .....	74
5. OBLIGATIONS OF THE COLLOCATOR.....	75
6. ORDERING AND PROVISIONING.....	78
7. USE BY OTHER LOCAL SERVICE PROVIDERS.....	93
8. FIBER OPTIC CABLE AND DEMARCATION POINT.....	94
9. USE OF DEDICATED SPACE.....	94
10. STANDARDS.....	97
11. RE-ENTRY.....	98
12. INDEMNIFICATION OF SBC-13STATE .....	99
13. SERVICES AND MAINTENANCE .....	99
14. SBC-13STATE'S RIGHT OF ACCESS.....	100
15. GENERAL.....	100
16. PREPARATION CHARGES.....	101
17. CHARGES .....	101
18. REGENERATION .....	102
19. RATE REGULATIONS.....	102
20. RATES AND CHARGES – ILEC PRICING SCHEDULE .....	114
21. CDOW (CLECS DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES.....	114

## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

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

#### 1.1 Process

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

#### 1.2 Scope

Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator 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 1.3, following. SBC-13STATE will provide caged, shared caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

#### 1.3 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 Lawful Unbundled Network Elements (Lawful UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including 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.

- 1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any SBC-13STATE tariff that provides for 251(c)(6) Physical Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to enforce the foregoing (including if SBC-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Physical Collocation under tariff to telecommunications carrier or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC-13STATE may either reject any application or order for 251(c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, SBC-13STATE may process any order for any 251(c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Physical Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

## 2. DEFINITIONS

- 2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 Adjacent Off-site Arrangement - Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure.
  - 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator 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. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure.
  - 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with SBC-13STATE's facilities. SBC-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
  - 2.3.3 In the event that interior space in an Eligible Structure becomes available, SBC-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 Adjacent Structure - A Collocator-provided structure placed on SBC-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. 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 Collocator.
- 2.5 Augment - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC-13STATE or other collocators. SBC-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained

in this Appendix. In the event an agreement between the Collocator and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC-13STATE shall file the appropriate interconnection agreement amendment. However, SBC-13STATE shall not delay completion of such work during the agreement approval process. SBC-13STATE shall perform such work based upon provisional rates, subject to true up.

- 2.7 Day – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC-13STATE Eligible Structure.
- 2.9 Premises - Premises refers to an incumbent LEC's central offices and serving wire centers; all buildings or similar structures owned, leased, or otherwise controlled by an incumbent LEC that house its network facilities; all structures that house incumbent LEC facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by an incumbent LEC that is adjacent to these central offices, wire centers, buildings, and structures.
- 2.10 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 Installation Supplier - Suppliers/vendors that are approved to perform central office installation work for SBC and for CLEC in SBC eligible structures in all collocation footprint areas and/or SBC common areas in the technologies and geographical locations for which they are approved SBC.
- 2.12 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other 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 Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to a Collocator'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 current year plus two years. 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. SBC-13STATE may reserve space for Switching, Power Main Distribution Frame (MDF) and Digital Crossconnect System (DCS) up to anticipated customer growth of the ultimate footprint of the equipment.
- 2.13 Other (Inactive) Collocation Space - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only;



other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.

- 2.14 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.15 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.16 Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of SBC-13STATE's network.

### **3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS**

#### **3.1 Limitation of Liability**

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

#### **3.2 Third Parties**

- 3.2.1 SBC-13STATE also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; 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 the Collocator's equipment and facilities.
- 3.2.2 In addition to any other applicable limitation, neither SBC-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either SBC-13STATE or the Collocator or its agents or employees.

#### **3.3 Force Majeure Events**

- 3.3.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major

environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

#### **4. RESPONSIBILITIES OF SBC-13STATE**

##### **4.1 Right to Use; Multiple Dedicated Spaces**

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

##### **4.2 Contact Numbers**

- 4.2.1 SBC-13STATE is responsible for providing the Collocator 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, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and SBC-13STATE will not delay a Collocator's entry into an Eligible Structure.

##### **4.3 Trouble Status Reports**

- 4.3.1 SBC-13STATE is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. 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 the Collocator.

##### **4.4 Service Coordination**

- 4.4.1 SBC-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

##### **4.5 Casualty Loss**

###### **4.5.1 Damage to Dedicated Space**

- 4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator'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 the Collocator 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 the Collocator within thirty (30) business days following such

occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, SBC-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

4.5.1.2 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 the Collocator by SBC-13STATE.

4.5.2 Damage to Eligible Structure

4.5.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in 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 via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

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

4.7 Construction Inspections

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

**5. OBLIGATIONS OF THE COLLOCATOR**

5.1 Certification

5.1.1 The Collocator 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.

5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to SBC-13STATE personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 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.

### 5.3 Trouble Report

- 5.3.1 The Collocator 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 restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by SBC-13STATE.

### 5.4 Removal

- 5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure 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 the Collocator 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 hourly rate for custom work. The Collocator will hold SBC-13STATE harmless from the failure to return any such equipment, property or other items.

### 5.5 Hazardous Waste and Materials

- 5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all SBC-13STATE requirements. The Installation Supplier shall coordinate with the SBC-13STATE representative before any activity relating to hazardous material/waste is started. Interconnector's Guide for Collocation may be accessed via <https://clec.sbc.com/clec>, Products and Services, Collocation Services, Handbook 13State, Appendix B.

### 5.6 Safety

- 5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SBC-13STATE or other telecommunications carriers. The Installation Supplier shall immediately report to the SBC-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC-13STATE premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details.)

### 5.7 Collocator's Equipment and Facilities

- 5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
  - 5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;
  - 5.7.1.2 its equipment;
  - 5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
  - 5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated

Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

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

5.7.2 SBC-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

## 5.8 Insurance

### 5.8.1 Coverage Requirements

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

5.8.1.1.1 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.

5.8.1.1.2 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; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$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.

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

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator 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 Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator 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.

- 5.8.1.1.6 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.

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

- 5.8.1.1.6.1 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.

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

5.8.2 Self-Insured

- 5.8.2.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 5.8.1, Coverage Requirements, shall immediately apply.

## 6. ORDERING AND PROVISIONING

### 6.1 Dedicated Space

#### 6.1.1 Types of Available Physical Collocation Arrangements

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

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

- 6.1.1.1.1 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, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator 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 Section 20 following.

- 6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.
- 6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by SBC-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator 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.
- 6.1.1.2 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.
- 6.1.1.3 Caged Common Collocation - SBC-13STATE will provide Caged Common Collocation as set forth in Section 6.1.6 following.
- 6.1.1.4 Cageless 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 exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC-13STATE will provide space in single bay increments, including available space adjacent to or next to SBC-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort SBC-13STATE. SBC-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). SBC-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, SBC-13STATE will not provide Collocator's personnel or agents with direct access to SBC-13STATE's Main Distribution Frame (MDF), with the exception of the SBC-13STATE Approved Tier 1 Vendor.
- 6.1.1.5 Adjacent Space Collocation - Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC-13STATE will permit Collocator 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 Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. 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, the Collocator 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 Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC-13STATE or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

6.1.1.5.1 Where Physical Collocation space within SBC-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SBC-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the SBC-13STATE Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator 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. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

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

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

6.1.1.6 SBC-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.

#### 6.1.2 Space Determination

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



### 6.1.3 Security

6.1.3.1 Protection of SBC-13STATE's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, SBC-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. SBC-13STATE may impose security arrangements as stringent as the security arrangements SBC-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, SBC-13STATE may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SBC-13STATE will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. SBC-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

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

6.1.3.1.1.1 Collocator 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 Collocator to receive security training from SBC-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.3.1.1.2 Collocator 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>.

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

6.1.3.1.2.1 Theft or destruction of SBC-13STATE's or Collocator's property;

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

6.1.3.1.2.3 Threats or violent acts against other persons on SBC-13STATE property;

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

6.1.3.1.2.5 Permitting unauthorized persons access to SBC-13STATE or Collocator's equipment on SBC-13STATE property; and

6.1.3.1.2.6 Carrying a weapon on SBC-13STATE property.

In addition, Collocator and SBC-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC-13STATE or the Collocator 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 Collocator at no charge.

- 6.1.3.1.3 Collocator 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 the Collocator'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.
- 6.1.3.1.4 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 Eligible Structure 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 Eligible Structure. 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 Eligible Structure and any other reasonable security measure for such Eligible Structure.
  - 6.1.3.1.4.1 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.
  - 6.1.3.1.4.2 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.
  - 6.1.3.1.4.3 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 Eligible Structure.
  - 6.1.3.1.4.4 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.
  - 6.1.3.1.4.5 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 Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If SBC-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator 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.

6.1.3.1.5 Collocator 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 a Collocator's entry into an Eligible Structure or access to its collocated equipment. SBC-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's collocation space during construction.

#### 6.1.4 Interval

6.1.4.1 SBC-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application form found in SBC-13STATE's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC-13STATE and will pay an initial Planning Fee (see Section 19. 2.1).

6.1.4.1.1 A Collocator wishing SBC-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator 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 the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes SBC-13STATE to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will advise the Collocator 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 the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

6.1.4.2 In responding to an application request, if space is available, SBC-13STATE shall advise the Collocator 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 Collocator the type of Physical Collocation to be ordered.

6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. 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.

6.1.4.3 SBC-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator 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 the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC-13STATE will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocator 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.

6.1.4.3.2 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 the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

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

6.1.4.3.4 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 the Collocator by SBC-13STATE.

#### 6.1.5 Application Quotation Interval for Physical

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

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

- 6.1.5.2 Should the Collocator 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.
- 6.1.5.3 The Collocator 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 the Collocator's applications.
- 6.1.5.4 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.
- 6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval
- 6.1.6.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 6.1.6.2 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 the Collocator has remitted a signed confirmation form along with a check for 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.
- 6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.
- 6.1.7 Cageless Physical Collocation Installation Interval
- 6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.
- 6.1.7.2 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 the Collocator 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.
- 6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.
- 6.1.8 SBC-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for 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 Eligible Structure apply where the Collocator 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 Eligible Structure where a Collocator 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.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing 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. The Collocator 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.

6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, SBC-13STATE will notify the Collocator 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.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the Planning Fee, will be returned to the Collocator.

6.2.1.2 SBC-13STATE will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, SBC-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

6.2.1.3 In the event SBC-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure 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.

- 6.2.1.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.
- 6.2.1.5 SBC-13STATE will provide all relevant documentation to the Collocator 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 the Collocator agent on the inspection tour.
- 6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise SBC-13STATE. The Collocator and SBC-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator 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.
- 6.2.2 SBC-13STATE will submit to a requesting carrier a report indicating SBC-13STATE's available collocation space in a particular SBC-13STATE Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that 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

- 6.2.2.1 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 6.2.2.2 SBC-13STATE shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, 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 Eligible Structure 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.
- 6.2.2.3 To the extent SBC-13STATE has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SBC-13STATE is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, SBC-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission shall reserve space for switching, MDF and DCS to accommodate access line growth as

outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space."

### 6.3 Relocation

- 6.3.1 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 Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator 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 the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator 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 Eligible Structure 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, a Collocator'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.
- 6.3.2 If SBC-13STATE determines that a Collocator must relocate due to any of the above reasons, SBC-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by SBC-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.
- 6.3.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SBC-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

### 6.4 Occupancy

- 6.4.1 Unless there are unusual circumstances, SBC-13STATE will notify the Collocator 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 the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC-13STATE allows the Collocator to interconnect. SBC-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that



circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

- 6.4.2 If the Collocator 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 the Collocator with written notice of such failure and the Collocator 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, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 6.4.3 For purposes of this Section, the Collocator'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 the Collocator'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.
- 6.4.4 If the Collocator causes SBC-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

#### 6.5 Cancellation Prior to Due Date

- 6.5.1 In the event that the Collocator cancels its order after 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, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable 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 the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

#### 6.6 Billing

- 6.6.1 Billing 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 the Collocator.

#### 6.6.2 Billing Dispute Resolution

- 6.6.2.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

### 6.6.3 Third Party Escrow Agent

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

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

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

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

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

6.6.3.1.5 The escrow account is an interest bearing account;

6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC-13STATE (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.

### 6.6.4 Disputed Amounts

6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.

### 6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Appendix, SBC-13STATE shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SBC-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify SBC-13STATE in writing within thirty (30) days following receipt of the results of SBC-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

### 6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC-13STATE of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency,

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

#### 6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to mandatory arbitration in accordance with Section 6.6.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed.

6.6.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to elective arbitration pursuant to Section 6.6.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

#### 6.6.8 Arbitration

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

6.6.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9

U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

6.6.8.3 The times specified in this Section 6.6.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 6.6.9 Cooperation Between Parties

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

6.6.9.1.1 SBC-13STATE shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC-13STATE shall be disbursed to SBC-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC-13STATE any difference between the amount of accrued interest SBC-13STATE received from the escrow disbursement and the amount of Late Payment Charges SBC-13STATE billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

#### 6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC-13STATE within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

#### 6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 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.

#### 6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: at

the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

**6.8 Allowances for Interruptions**

- 6.8.1 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 the Collocator'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 the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC-13STATE.
- 6.8.2 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.
- 6.8.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.
- 6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

**7. USE BY OTHER LOCAL SERVICE PROVIDERS**

- 7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of 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.
- 7.2 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.
  - 7.2.1 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 Eligible Structure 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.
  - 7.2.2 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. 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 6.6.11 of this Appendix.

- 7.3 SBC-13STATE will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) 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 the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC-13STATE utilize a shared collocation cage, SBC-13STATE will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

## **8. FIBER OPTIC CABLE AND DEMARCATION POINT**

### **8.1 Fiber Optic Cable Entrances**

- 8.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). SBC-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator 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.
- 8.1.2 SBC-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure 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 Eligible Structures 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 the Collocator 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 the Collocator in the Collocator's written request, the Collocator 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 the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator 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 the Collocator-provided facilities through the cable vault to the Dedicated Space.

### **8.2 Demarcation Point**

- 8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator 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 Eligible Structure. If the Collocator elects not to provide a POT Frame, SBC-13STATE will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

## **9. USE OF DEDICATED SPACE**

### **9.1 Nature of Use**

- 9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to SBC-13STATE under 47.U.S.C. § 251(C) (2) or accessing SBC-13STATE's Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. For purposes of this Section, "necessary" means: equipment that is "necessary" for interconnection or access to unbundled network elements within the meaning of section 251(c)(6) if an inability to deploy that equipment would, as a practical, economic, or operational matter,

preclude the requesting carrier from obtaining interconnection or access to unbundled network elements." Such uses are limited to interconnection to SBC-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to SBC-13STATE's Lawful UNEs "for the provision of a telecommunications service."

- 9.1.2 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. SBC-13STATE's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 Intentionally Left Blank
- 9.1.4 SBC-13STATE will allow collocation of other Multifunctional Equipment in accordance with 47 CFR 51.323 (b)(1-3). SBC-13STATE will voluntarily allow collocation of Remote Switch Module (RSM) solely under the following conditions: (1) the Remote Switch Module (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the Remote Switch Module (RSM) will not be permitted; (2) the Remote Switch Module (RSM) equipment must be used only for the purpose of interconnection with SBC-13STATE's network for the transmission and routing of Telephone Exchange service or Exchange Access or for access to SBC-13STATE's Lawful UNEs for the provision of a telecommunications service.
- 9.1.5 For purposes of this Section, "Multifunctional Equipment" is defined in 47 CFR 51.323 (b)(3).
- 9.1.6 SBC-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if SBC-13STATE and Collocator mutually agree to such placement, in SBC-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 9.1.7 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in SBC-13STATE's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC-13STATE or (2) requested by Collocator and accepted by SBC-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 9.1.8 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 9.1.9 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC-13STATE will provide the necessary backup power to ensure against power outages.
- 9.1.10 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or

on SBC-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

## 9.2 Equipment List

9.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 10.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC-13STATE, which consent shall not be unreasonably withheld.

## 9.2.2 Subsequent Requests to Place Equipment

9.2.2.1 The Collocator shall furnish SBC-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

## 9.2.3 Limitations

9.2.3.1 SBC-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that SBC-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides interconnection. SBC-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC-13STATE, its affiliates or other Parties to which it provides interconnection.

## 9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to SBC-13STATE or access to SBC-13STATE's Lawful UNEs. The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide SBC-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

9.3.2 SBC-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SBC-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 of this Appendix).

9.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SBC-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.4 SBC-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SBC-13STATE and the Collocator, a Collocator may make arrangements for receipt



and/or securing of its equipment at the Eligible Structure by Collocator's or SBC-13STATE's personnel.

9.4 Threat to Personnel, Network or Facilities

9.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

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

9.6 Personal Property and Its Removal

9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personalty and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC-13STATE provided construction shall be paid by the Collocator in accordance with SBC-13STATE's custom work order process.

## 10. STANDARDS

### 10.1 Minimum Standards

10.1.1 All types of network equipment placed in SBC-13STATE network equipment areas of Eligible Structures by SBC-13STATE or Collocator must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator'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) Collocator 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. The Collocator 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.

10.1.2 In the event that SBC-13STATE denied Collocation of Collocator's equipment, citing safety standards, SBC-13STATE will provide within five (5) business days of Collocator'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

together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

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

10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 6.6.7.2 and 6.6.8 above.

## 10.2 Compliance Certification

10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

## 11. RE-ENTRY

11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies SBC-13STATE might have.

11.2 SBC-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

11.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or

provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

## **12. INDEMNIFICATION OF SBC-13STATE**

- 12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between SBC-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 12.2 Collocator shall indemnify and hold harmless SBC-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SBC-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to SBC-13STATE.
- 12.3 SBC-13STATE shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

## **13. SERVICES AND MAINTENANCE**

### **13.1 Operating Services**

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

### **13.2 Maintenance**

- 13.2.1 SBC-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

### **13.3 Equipment Staging and Storage**

- 13.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing

material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.sbc.com/clec>.)

#### 13.4 Legal Requirements

13.4.1 Except for Section 15, SBC-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

### 14. SBC-13STATE'S RIGHT OF ACCESS

14.1 SBC-13STATE, its agents, employees, and other SBC-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SBC-13STATE hereunder, and for any other purpose deemed reasonable by SBC-13STATE. SBC-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of SBC-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

### 15. GENERAL

- 15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. SBC-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, Remote Switch Module (RSM) related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. SBC-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for SBC-13STATE vehicles and which are designated as reserved. SBC-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.
- 15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC-13STATE are required to follow all posted traffic and SBC-13STATE signs and follow all applicable parking and traffic laws and ordinances.
- 15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
- 15.5 If SBC-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SBC-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 15.6 Should SBC-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.

- 15.7 Should SBC-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), SBC-13STATE shall absorb all of the costs related to such an upgrade.
- 15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to Lawful UNEs are as set forth in the Agreement.

## **16. PREPARATION CHARGES**

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary of this Appendix.
- 16.2 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 Eligible Structure in which the Dedicated Space is located. SBC-13STATE will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, SBC-13STATE will provide a Physical Collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC-13STATE will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC-13STATE will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator'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 the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC-13STATE provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC-13STATE may still provide and install the required DC power panel.

## **17. CHARGES**

### **17.1 Monthly Charges**

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

### **17.2 Nonrecurring Charges**

- 17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC-13STATE fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

**17.3 Individual Case Basis (ICB)**

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

**17.4 Application of Rates and Charges**

17.4.1 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 CLEC 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.

**18. REGENERATION**

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator'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 the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

**19. RATE REGULATIONS**

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

19.1.1 Rate Elements - In the event that SBC-13STATE seeks to impose a rate element or charge to a Collocator 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.

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

**19.2 Rate Elements**

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

**19.2.1 Planning Fees**

19.2.1.1 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 the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator'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 Collocator 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.

## 19.2.2 Floor Space Charges

### 19.2.2.1 Caged Collocation

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

19.2.2.1.2 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, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 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 a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 19.2 following. The Collocator 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.

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

19.2.2.1.4 If the Collocator 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.

#### 19.2.2.1.4.1 Eligible Structure 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

#### 19.2.2.1.4.2 Site Conditioning Charge, per square foot

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

- New floor tile
- General lighting
- House service receptacles

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

#### 19.2.2.1.4.3 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

#### 19.2.2.1.4.4 Safety and Security, per square foot

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

- Interior Security Partition separating 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

#### 19.2.2.1.4.5 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

#### 19.2.2.1.4.6 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.

#### 19.2.2.2 Cageless Collocation

19.2.2.2.1 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 Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.2.2 SBC-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in 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 Collocator will be based upon the number of frames used by each Collocator.

##### 19.2.2.2.2.1 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

##### 19.2.2.2.2.2 Site Conditioning Charge

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

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

##### 19.2.2.2.2.3 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

#### 19.2.2.2.2.4 Safety and Security

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

- Interior Security Partition separating 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

#### 19.2.2.3 Caged Common Collocation in SBC-13STATEs

19.2.2.3.1 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 Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

19.2.2.3.2 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.

19.2.2.3.3 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.

19.2.2.3.4 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.

19.2.2.3.5 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.

19.2.2.3.6 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.

19.2.2.3.6.1 Eligible Structure 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

19.2.2.3.6.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- 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

19.2.2.3.6.3 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.

19.2.2.3.6.4 Safety and Security

This charge represents reasonable costs incurred by SBC-13STATE to secure its equipment contained within the Eligible Structure. 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

19.2.2.3.6.4.1 In the event SBC-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure 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 Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

#### 19.2.2.3.6.5 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

#### 19.2.2.3.6.6 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.

### 19.2.3 DC Power Amperage Charge

19.2.3.1 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 the Collocator for its power arrangement. By way of example, where CLEC 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 CLEC 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.

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

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

19.2.4 DC Power Arrangement Provisioning

19.2.4.1 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.

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

19.2.5.1 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.

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

19.2.6.1 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 the Collocator 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.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

19.2.7.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

19.2.8 Security Cards

19.2.8.1 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), Collocator 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.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator 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 the Collocator 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 the Collocator'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 the Collocator's facilities and SBC-13STATE facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC-13STATE designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

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

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

19.2.12.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), each

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

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

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

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.12.1.3.1 SBC-13STATE provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and SBC-13STATE network. These rate

elements may not be provided by the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

19.2.13 Optical Circuit Arrangement

19.2.13.1 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 the Collocator. The Collocator will not be permitted access to SBC-13STATE Main Distribution Frame.

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 SBC-13STATE provided single signal from SBC-13STATE timing source to provide synchronization between a Collocator's single Network Element and SBC-13STATE's equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

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

19.2.16 Collocation Availability Space Report Fee

19.2.16.1 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.

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit SBC-13STATE's Eligible Structures 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. Prospective Collocator will not be allowed to take photographs, make copies of SBC-13STATE site-specific drawings or make any notations.

19.2.17.1.2 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. The Collocator will only be billed for the times of the employee approved by the Collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE employees spend traveling and will be based on fifteen-minute increments.

19.2.18 Construction Inspections

19.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-

day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

#### 19.2.19 Adjacent On-site Structure Arrangements

##### 19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside SBC-13STATE Eligible Structure, SBC-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have SBC-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

##### 19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator'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 the Collocator's Adjacent On-site structure.

#### 19.2.20 Adjacent Off-site Arrangement

##### 19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator 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 Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SBC-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SBC-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator 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.

##### 19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator'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 the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

#### 19.2.21 Conduit Space for Adjacent Off-site Arrangement



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

19.2.22 Two Inch Vertical Mounting Space in CEVs, Huts and Cabinets

19.2.22.1 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.

19.2.23 Miscellaneous Charges (Optional)

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

19.2.24 Collocation to Collocation Connection

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

19.2.24.1.1 Fiber Cable (12 Fibers)

19.2.24.1.1.1 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 Eligible Structure expressed as a combination of a non-recurring and recurring rate.

19.2.24.1.2 Copper Cable (28 DS1s)

19.2.24.1.2.1 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 Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.24.1.3 Coax Cable (1 DS3)

19.2.24.1.3.1 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 Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

19.2.24.1.4 Cable Racking and Hole

19.2.24.1.4.1 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 Eligible Structure.

19.2.24.1.5 Route Design

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

**20. RATES AND CHARGES – ILEC PRICING SCHEDULE (SEE THE COLLOCATION RATE SUMMARY OF THIS APPENDIX)**

**21. CDOW (CLECS DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES**

When the Collocator 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.

21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator 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 the Collocator. Intervals and provisioning for this option are found Section 21.3. The Collocator'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.

21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator'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, the Collocator's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator 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 21.3. The Collocator'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.

**21.3 Interval (Collocator Installs Interconnection and Power Cabling)**

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

rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

- 21.3.2 The delivery interval relates to the period in which SBC-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator 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 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 the Collocator has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date SBC-13STATE notified Collocator 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 the Collocator with applicable fees.
- 21.3.3 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 Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.
- 21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from the Collocator will be processed in the order received unless the Collocator 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

21.3.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator 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 Eligible Structure Physical Collocation is requested.

21.3.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications

(7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

- 21.3.4 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by SBC-13STATE.
- 21.3.5 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:
- 168 DS1 connections and/or
  - 48 DS3 connections and/or
  - 400 Copper (shielded or nonshielded) cable pair connections
  - 12 fiber pair connections
- 21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC-13STATE.
- 21.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 21.3.5.3 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 Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.
- 21.3.5.4 The delivery interval assigned will be provided to the Collocator by SBC-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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	35 calendar days
11- 20	60 calendar days	65 calendar days

- 21.3.5.5 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional 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 a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

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

21.3.7 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.

#### 21.4 Rates Elements for SBC-13STATE Central Offices

##### 21.4.1 Caged Collocation

21.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator 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.

##### 21.4.2 DC Power Arrangement Provisioning

21.4.2.1 When the Collocator 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. The Collocator 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.

##### 21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC-13STATE observation, through SBC-13STATE cable vault to the Collocator's equipment with SBC-13STATE approved vendor, only the construction and route design charge will apply. The Collocator 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.

##### 21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator 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. The Collocator 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.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator 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. The Collocator 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.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator 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. The Collocator 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.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator 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. The Collocator 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.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator 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. The Collocator 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.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator 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. The Collocator 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.

21.4.10 Collocation to Collocation Connection

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

21.4.10.1.1 Fiber Cable (12 Fiber Pair)

21.4.10.1.1.1 When the Collocator 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.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator 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.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator 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.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 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 Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.5 Route Design

21.4.10.1.5.1 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.