

<p>LOCAL NETWORK ACCESS SERVICE COLLOCATION SERVICE</p> <hr/> <p>Title Sheet</p> <p>LOCAL NETWORK ACCESS SERVICE COLLOCATION SERVICE</p> <p>SERVICE CATALOG</p> <p>OF</p> <p>ZIPLY FIBER NORTHWEST, LLC D/B/A ZIPLY FIBER</p> <p>135 Lake Street South Kirkland, Washington 98033</p> <p>Consisting of</p> <p>LOCAL NETWORK ACCESS SERVICE COLLOCATION SERVICE</p>

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EXPLANATION OF SYMBOLS

Whenever tariff sheets are filed, changes will be identified by the following symbols:

- (C) To signify changed listing, condition, rule or regulation
- (D) To signify discontinued material
- (I) To signify increase
- (K) To signify that material has been transferred to another sheet in the Service Catalog
- (M) To signify material transferred from one sheet to another sheet of the same or a different schedule with no change in text, rate, condition, rule or regulation
- (N) To signify new material
- (O) To signify no change
- (R) To signify reduction
- (T) To signify change in text but no change in rate, condition, rule or regulation

EXPLANATION OF ABBREVIATIONS		
ASR	-	Access Service Request
BFR	-	Bona Fide Request
CLP	-	Competing Local Provider
DTS	-	Dedicated Transit Service
GUEST	-	Guest CLP
HOST	-	Host CLP
HVAC	-	Heating, Ventilation and Air Conditioning
ICB	-	Individual Case Basis
NEBS	-	Network Equipment Building Systems
NRCs	-	Non-Recurring Charges

II. GENERAL

<p>A. Carriers may purchase collocation service in this Service Catalog in accordance with 47 U.S.C. § 252, 47 C.F.R. § 51.809, and the Commission's interpretative and policy statement issued in UT-990355. This Service Catalog represents ZiPLY Fiber's(hereafter referred to as the Company) standard contract offer. Other terms are generally available to CLPs through negotiation, adoption or arbitration.</p>	
<p>The Company shall provide collocation services in accordance with, and subject to, the terms and conditions of this Service Catalog and any additional applicable regulations in other Company Service Catalogs. The Company shall provide collocation services under this Service Catalog only to those parties, which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreement pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this Service Catalog to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this Service Catalog or other Company Service Catalogs on a Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this Service Catalog or the collocation of any equipment hereunder: a.) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; b.) the Company does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; c.) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996 (see, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000).</p>	
<p>B. Collocation provides for access to the Company's premises for the purpose of interconnection and/or access to unbundled network elements, including, its central offices, serving wire centers and all other buildings or similar structures owned, leased, or otherwise controlled by the Company that house the Company's network facilities.</p>	
<p>C. Collocation shall be accomplished through Caged, Cageless, Virtual, or Microwave Collocation, except in those instances where not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technical feasibility.</p>	
<p>D. The provision of Collocation by the Company, as set forth in this Service Catalog, does not constitute a joint undertaking with the Competing Local Provider (CLP) for the furnishing of the services. In addition, the regulations, terms and conditions of this Service Catalog do not apply to any CLP offering of services to its subscribers.</p>	

III. DESCRIPTION OF TYPES OF COLLOCATION

<p>A. <u>Single Caged</u></p> <p>A single caged arrangement is a form of caged collocation, which allows a single CLP to lease caged floor space to house its equipment within a Company premises. Additional details on single caged collocation are set forth in the Company's Collocation Services Packet, described in Section IV.A. below.</p>	
<p>B. <u>Shared Caged</u></p> <p>A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two (2) or more CLPs within a Company premises. When two (2) or more CLPs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLPs must agree to be the Host CLP (Host) and the other(s) to be the Guest CLP (Guest).</p>	
<p>The Host and Guest(s) are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The Host and Guest(s) must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the Host and the Guest(s), but the Company will provide the Host with information on the proportionate share of the non-recurring charges for each CLP in the shared arrangement. The Host will be responsible for ordering and payment of all collocation applicable services ordered by the Host and Guest(s). Each Host and Guest will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the Host and/or Guest(s) for unbundled network elements ordered.</p>	
<p>The Host CLP and Guest(s) are the Company's customers and have all the rights and obligations applicable hereunder to CLPs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). All terms and conditions for caged collocation as described in this Service Catalog will apply to shared caged collocation requirements. Additional details on shared caged collocation are set forth in the Company's Collocation Service Packet, described in Section IV.A. following.</p>	
<p>C. <u>Subleased Caged</u></p> <p>Vacant space available in a CLP's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. Details of subleasing collocation arrangements are set forth in the Company's Collocation Support Packet. The CLP subleases floor space to the third party pursuant to terms and conditions agreed to by the CLP and third party involved. The CLP and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The CLP is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLP and the third party.</p>	
<p>The CLP will be responsible for ordering and payment of all collocation applicable services ordered by the CLP and the third party/parties.</p>	

III. DESCRIPTION OF TYPES OF COLLOCATION (Continued)

<p>Each CLP and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLP and third party/parties for unbundled network elements ordered. The CLP and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLP customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLP is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Service Catalog will apply to subleased caged collocation requirements. Additional details on subleased caged collocation are set forth in the Company's Collocation Services Packet, described in Section IV.A. below.</p>	
<p>D. <u>Cageless</u></p> <p>Cageless collocation is a form of collocation in which CLPs can place their equipment in Company premises space. A cageless collocation arrangement allows a CLP, using Company approved vendors, to install equipment in single bay increments in an area designated by the Company. The equipment location will be designated by the Company and will vary based on individual premise configurations. CLP equipment will not share the same equipment bays with Company equipment. Additional details on cageless collocation are set forth in the Company's Collocation Services Packet, described in Section IV.A. below.</p>	
<p>E. <u>Adjacent</u></p> <p>An adjacent collocation arrangement permits a CLP to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this Service Catalog. Adjacent collocation is only an option when the following conditions are met:</p> <ul style="list-style-type: none"> - Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and 	
<ul style="list-style-type: none"> - It is technically feasible to construct or procure a hut or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards. 	
<p>The CLP is responsible for complying with all zoning requirements; any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. The Company may, where required, participate in the zoning approval and permit acquisitions. The CLP may not take any action in establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.</p>	
<p>Any construction by the CLP on Company property must comply with Company technical specifications as they relate to environmental safety and grounding requirements set forth in the Company's Collocation Services Packet. The Company will make available power and physical collocation services to the CLP in the same non-discriminatory manner as it provides to itself for the Company's own Remote Equipment Buildings (REBs).</p>	
<p>Additional details on adjacent collocation are set forth in the Company's Collocation Services Packet.</p>	

III. DESCRIPTION OF TYPES OF COLLOCATION (Continued)

<p>F. <u>Virtual</u></p> <p>Under Virtual Collocation, the Company installs and maintains CLP provided equipment, which is dedicated to the exclusive use of the CLP in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section XVI..</p>	
<p>G. <u>Microwave</u></p> <p>Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of CLP or Company provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Company premises.</p>	

IV. ORDERING CONDITIONS

<p>A. <u>Application</u></p> <p>1. <i>Port of Contact/Collocation Services Packet</i></p> <p>The Company will establish points of contact for the CLP to place a request for collocation. The point of contact will provide the CLP with the Collocation Services Packet, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.</p>	
<p>2. <i>Application Form/Fee</i></p> <p>CLPs requesting collocation at a premises will be required to complete the application form and submit the non-refundable engineering fee as set forth in Section XV. following for each premises at which collocation is requested. The application form will require the CLP to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLP will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLP any additional charges not included in Section XV. on an individual case basis (ICB) associated with complying with the application request.</p>	
<p>The Company will process collocation requests from CLPs on a first come, first-serve basis pursuant to the Company's receipt of a completed application form and the non-refundable engineering fee.</p>	
<p>3. <i>Changes</i></p> <p>The first application form submitted by the CLP shall be designated the original application. Original applications for collocation arrangements that have not been inspected and approved by the Company are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable.</p>	
<p>Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; heating, ventilation and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of the CLP, major changes may be handled in one of the following two methods to the extent technically feasible.</p> <p>a. Method 1: Additional Application</p> <p>The CLP may elect to have a major change to its original collocation application treated by the Company as an additional (new) application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering/Major Augment Fee, the Company will notify the CLP in writing within eight (8) business days following receipt of the completed additional application if the CLP's additional requirements cannot be accommodated as specified. Filing an additional application does not change the Company's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.</p>	

IV. ORDERING CONDITIONS (Continued)

<p>b. Method 2: Supplemental Application</p> <p>The CLP may elect to have a major change to its original collocation application treated by the Company as a supplemental application. A supplemental application may affect the Company's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, the Company will notify the CLP in writing within eight (8) business days following receipt of the completed supplemental application if the CLP's requirements cannot be accommodated as specified. Upon notification that the Company can accommodate the requirements of the supplemental application, the CLP may elect to proceed with the supplemental application. The Company's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.</p>	
<p>Minor changes are those requests that do not require additional AC or DC power systems, HVAC system upgrades, or changes in cage space. The CLP will be required to submit a revised application, but the deliverable dates for the project will not change.</p>	
<p>B. <u>Space Availability</u></p> <p>Subject to forecasting requirements, the Company will inform the CLP whether space is available to accommodate the CLPs request within eight (8) business days after receipt of an application. The Company's response will be one of the following:</p>	
<p>1. There is space and the Company will proceed with the arrangement.</p>	
<p>2. There is no space. The Company will proceed in accordance with Service Catalog provisions pertaining to verification of space limitations.</p>	
<p>3. There is no readily available space, however, the Company will determine whether space can be made available and will notify the CLP within twenty (20) business days. At the end of this period, the Company will proceed as described in 1. or 2. above.</p>	
<p>C. <u>Collocation Schedule</u></p> <p>If space is available, the Company will provide to the CLP a collocation schedule describing the Company's ability to meet the physical collocation request within eight (8) business days. The CLP shall have nine (9) business days from receipt of a Company provided collocation schedule to pay fifty percent (50%) of the applicable non-recurring charges associated with the ordered collocation services.</p>	
<p>If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLP in order to complete the application. A CLP that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.</p>	

IV. ORDERING CONDITIONS (Continued)

<p>D. <u>Access Service Request (ASR)</u></p> <p>Upon notification of available space, the CLP will be required to send a completed Access Service Request (ASR) form to the Company's collocation point of contact. A copy of an ASR form is included in the Collocation Services Packet.</p>	
<p>E. <u>Augmentation</u></p> <p>All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLP is considered an augmentation. An Engineering/Major Augment Fee or Minor Augment Fee request will require the submission of a complete application form and a non-refundable Engineering/Major Augment Fee. A Minor Augment fee may not be required under certain circumstances as outlined below. The definition of an Engineering/Major Augment or Minor Augment is as follows:</p> <ol style="list-style-type: none"> 1. Engineering/Major Augments are those requests that require AC or DC power, add equipment that generates more BTUs of heat, or an increase in floor space, over what the CLP requested in its original application. A complete application and Engineering/Major Augment Fee, as set forth in Section XV.A., will be required when submitting a request that requires an Engineering/Major Augment. 	
<ol style="list-style-type: none"> 2. Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee, as set forth in Section XV.B.. Minor augments are those requests that do not require more AC or DC power, add equipment that generates more BTUs of heat, or increase the floor space, over what the CLP requested in its original application. The requirements for a minor augment request cannot exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects to access unbundled network elements are included as minor augments. 	
<p>Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLP including, but not limited to: installation of virtual equipment cards or software upgrades, removal of virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DSO, DS1, and DS3 cables.</p>	
<p>Minor augments that do not require a fee are those augments performed solely by the CLP, that do not require the Company to provide a service or function on behalf of the CLP, including but not limited to, requests to install additional equipment in the CLP's cage. Prior to the installation of the additional equipment the CLP agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLP's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLP may proceed with the augment. The CLP agrees that changes in equipment provided by the CLP under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this Service Catalog for the purpose of ensuring compliance with Company safety standards.</p>	

IV. ORDERING CONDITIONS (Continued)

<p>F. <u>Expansion</u></p> <p>The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation space when available space has been exhausted. Where the CLP seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLP to expand its existing collocation space. CLP requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.</p>	
<p>G. <u>Relocation</u></p> <p>CLP requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLP will be responsible for all costs associated with the relocation of its equipment.</p>	

V. INSTALLATION AND OPERATION

<p>A. <u>Joint Planning and Implementation Intervals for Physical Collocation</u></p>	
<p>1. The Company and CLP shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application date, subject to Service Catalog provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by fifteen (15) business days resulting in a ninety-one (91) business day interval. The interval for collocation augments which were properly forecasted six (6) months prior to the application date, subject to Service Catalog provisions for forecasting and capacity, is forty-five (45) business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:</p>	
<p>a. 800 2-wire voice grade terminations, or</p>	
<p>b. 400 4-wire voice grade terminations, or</p>	
<p>c. 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLP is eligible for line sharing/line splitting, or</p>	
<p>d. 28 DS1 terminations, or</p>	
<p>e. 24 DS3 terminations, or</p>	
<p>f. 12 fiber terminations, or</p>	
<p>g. Conversion of 2-wire to 4-wire voice grade terminations (minimum of 100 – maximum of 800), or</p>	
<p>h. 2 feeds (1A and 1B) DC Power fused at 60 amps or less, or</p>	
<p>i. DC Power as defined in <i>h.</i> preceding, plus any one (1) additional item as defined in <i>a.</i> through <i>g.</i> preceding; or two (2) of the following: a.) twenty-eight (28) DS1 terminations, b.) three (3) DS3 terminations or c.) twelve (12) Fiber Terminations. The CLP must have one hundred percent (100%) of all cables terminated to the existing cross connects for the one additional item selected and the in-service capacity of that selection must be at eighty-five percent (85%) utilization or above; unless the CLP can demonstrate to the Company that: a.) the previous two (2) months trend in growth would exceed one hundred percent (100%) of the available capacity by the end of the forty-five (45) business day augment interval or b.) the CLP can demonstrate other good cause or causes to the Company that the CLP's cross-connect capacity may be exceeded by the end of the forty-five (45) business day augment interval.</p>	
<p>2. For 2-wire to 4-wire voice grade conversions, all pairs must be spare and in consecutive one hundred (100) pair counts.</p>	
<p>3. The following standard implementation milestones, in business days, will apply unless the CLP and Company jointly decide otherwise:</p> <ul style="list-style-type: none"> - Day 1 – CLP submits completed application and associated fee. 	

V. INSTALLATION AND OPERATION (Continued)

<ul style="list-style-type: none"> - Day 8 – The Company notifies CLP that request can be accommodated and advises of due date. 	
<ul style="list-style-type: none"> - Day 17 – CLP notifies the Company of its intent to proceed and submits fifty percent (50%) payment. 	
<ul style="list-style-type: none"> - Day 30 – Material ships and is received at vendor warehouse; CLP provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLP is eligible for line sharing/line splitting.) 	
<ul style="list-style-type: none"> - Day 45 – Augment (as defined herein) completes. 	
<ul style="list-style-type: none"> - Day 76 – The Company and CLP attend a collocation acceptance meeting and the Company turns over the collocation arrangement to the CLP. Day seventy-six (76) also applies to completion of other augments not defined herein. 	
<p>4. The forty-five (45) business day interval is subject to the following requirements:</p> <ul style="list-style-type: none"> - Infrastructure to support the requested augment must be in place (e.g. cable racking from collocation space to distribution frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.). 	
<ul style="list-style-type: none"> - The CLP must install sufficient equipment in its collocation space to support the requested terminations/facilities. 	
<ul style="list-style-type: none"> - In large central office premises with complex cable runs (i.e. multiple floors), the Company may request to negotiate extensions to the forty-five (45) day interval. 	
<p>5. A preliminary schedule will be developed outlining major milestones. The CLP and the Company control various interim milestones they must complete in order to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLP misses (day for day). When the Company becomes aware of the possibility of vendor delays, the Company will first contact the CLP to attempt to negotiate a new interval. If the Company and the CLP cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and CLP shall conduct additional joint planning meetings, as reasonably required, to ensure that all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLP to schedule one escorted visit to the CLP’s collocation space during construction. The applicable labor rates in Section XV. following will be applied for the escorted visit. In the case of extended intervals resulting from within the Company’s control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLP access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLP work does not impair or interfere with the Company in completing the Company’s work. Prior to the CLP beginning the installation of its equipment, the CLP must sign a conditional acceptance of the collocation arrangement. If the CLP elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLP.</p>	
<p>6. Interval for non-standard arrangement, including, but not limited to, adjacent collocation shall be mutually agreed upon by the CLP and the Company.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>7. The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLP of the time estimate as soon as possible.</p>	
<p>B. Forecasting and Use of Data</p> <p>The Company will request from the CLP forecasts on a semi-annual basis, with each forecast covering a two (2) year period. The CLP will be required to update the near-term (six (6) month) forecasted application dates. Information requested will include central office, the month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required (Caged), number of bays (Cageless), a high-level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLP is eligible for line sharing/line splitting. For augments, the CLP may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.</p>	
<p>If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLPs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLPs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment fee. The Company will perform initial reviews of requested central offices forecasted for the next six (6) months to identify potential problem sites. The Company will consider forecasts in staffing decisions and will enter into planning discussions with forecasting CLPs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.</p>	
<p>Unforecasted demand(including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company’s capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLP at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:</p> <ul style="list-style-type: none"> - No forecast: Interval Start Date commences two (2) months after application receipt date. 	
<ul style="list-style-type: none"> - Forecast received one (1) month or less prior to application receipt date: Interval Start Date commences two (2) months after application receipt date. 	
<ul style="list-style-type: none"> - Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval Start Date commences one (1) month after application receipt date. 	
<ul style="list-style-type: none"> - Forecast received two (2) months or more prior to application receipt date: Interval start date commences on the application receipt date. 	

V. INSTALLATION AND OPERATION (Continued)

<p>C. <u>Collocation Capacity</u></p> <p>The Company's estimate of its present capacity (i.e. no more than an increase of fifteen percent (15%) over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting CLPs. If the Company and the CLP fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission Staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options.</p>	
<p>If the Company augments its workforce based on CLP forecasts, the CLPs refusing to smooth demand as described in the preceding paragraph will be held accountable for the accuracy of their forecasts.</p>	
<p>D. <u>Vendor Capacity</u></p> <p>The Company will continuously seek to improve vendor performance for all premises work, including collocation. Since the vendors require notice in order to meet increases in demand, the Company will share CLP actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.</p>	
<p>E. <u>Responsibility for Vendor Delays</u></p> <p>No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, person, suppliers or other third persons providing such products or services to such Party unless such acts or omissions are the product of a Force Majeure Event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or failure to perform.</p>	
<p>F. <u>Space Preparation</u></p> <p>1. <i>Cage Construction</i></p> <p>For caged collocation, the Company will construct the cage with a standard enclosure or the CLP may subcontract this work to a Company approved contractor.</p>	
<p>2. <i>Site Selection/Power</i></p> <p>The Company shall designate the space within its premises where the CLP shall collocate its equipment.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>The Company will assign collocation space to the CLP in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLP requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLP. The Company will assign caged and cageless space in accordance with the following standards: 1.) The CLP's collocation costs cannot be materially increased by the assignment; 2.) The CLP's occupation and use of the Company's premises cannot be materially delayed by the assignment; 3.) The assignment cannot impair the quality of service or impose other limitations on the service the CLP wishes to offer; and 4.) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.</p>	
<p>The Company may assign caged and cageless collocation to space separate from space housing the Company's equipment, provided that each of the following conditions is met: 1.) either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation; 2.) any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; 3.) the separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; 4.) the cost of the separated space to the CLP will not be materially higher than the cost of non-separated space; and 5.) the separated space is comparable, from a technical and engineering standpoint, to non-separated space.</p>	
<p>The Company shall provide, at the rates set forth in Section XV., 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLP equipment in the same standards and parameters required for Company equipment within that premise. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.</p>	
<p>3. DC Power</p> <p>The Company will provide DC power to the collocation arrangement as specified by the CLP in its collocation application. The CLP will specify the load on each feed and the size of the fuse to be placed on each feed. CLPs must order a minimum of ten (10) load amps for each caged, cageless, and virtual collocation arrangement. CLPs may order additional DC Power (beyond the minimum) in one (1) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.</p>	
<p>For example, if a CLP orders a total of forty (40) load amps of DC power and an A and B feed, the CLP could order twenty (20) load amps on the A feed and twenty (20) load amps on the B feed. The Company will permit the CLP to order a fuse size up to two and one-half (2.5) times the load amps ordered provided that applicable law permits this practice. Thus, the CLP could order that each feed be fused at fifty (50) amps if the CLP wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLP will be charged on the basis of the total number of load amps ordered, i.e., forty (40) amps, and not based on the total number of amps available for the fuse size ordered.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>The CLP is responsible for engineering the power consumption in its collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Company will engineer the power feeds to the collocation arrangement in accordance with industry standards based upon requirements ordered by the CLP in its collocation application. Any subsequent orders to increase DC power load at a collocation arrangement must be submitted on a collocation application.</p>	
<p>The Company reserves the right to perform random inspections to verify the actual power load being drawn by a collocation arrangement. At any time, without written notice, the Company may measure the DC power drawn at an arrangement by monitoring the Company's power distribution point. In those instances where the Company needs access to the collocation arrangement to make these measurements, the Company will schedule a joint meeting with the CLP.</p> <p>a. If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.</p>	
<p>b. If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:</p> <p>(1) The Company will provide the CLP with written notification, by certified US mail to the person designated by the CLP to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLP must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLP that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.</p>	
<p>(2) For a collocation arrangement that has one hundred (100) amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be one hundred twenty percent (120%) of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than one hundred (100) amps fused, the buffer zone will be one hundred ten percent (110%) of load.</p>	
<p>c. If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in <i>b.(2)</i> preceding, that arrangement is subject to the following treatment:</p> <p>(1) The Company will notify the person designated by the CLP to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLP or require it to be present during the second inspection.</p>	
<p>(2) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half-hour (or fraction thereof) and for each additional half-hour (or fraction thereof) per technician, per occurrence as shown in XV.YY. following. #####</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>(3) The CLP may perform its own inspection at the CLP's cage. The CLP is not required to wait for the Company or require it to be present during the CLP test. Upon request of the CLP, the Company will send a representative to accompany the CLP to conduct a joint inspection at the CLP cage at no charge to the CLP. Nothing herein shall be construed to prohibit the CLP from testing at its own cage. The CLP will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and if the CLP's measurements differ from the Company's.</p>	
<p>(4) If the second test also exceeds the applicable buffer zone, the Company will provide the CLP with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the CLP to receive such notice that it has exceeded its ordered power. The notification will include: 1.) initials or identifying number of the Company technician(s) who performed the inspection; 2.) dates and times of the inspections; 3.) the make, model and type of test equipment used; 4.) the length of monitoring and the results of the specific audit; 5.) the total load amps currently being billed; 6.) how the test was done; and 7.) any other relevant information or documents.</p>	
<p>(5) The Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLP that was audited, upon request. The Company will treat as confidential information the identity of CLPs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLP to disclose such information. The foregoing does not preclude the Company from making the notice described in paragraph f. following.</p>	
<p>(6) If the CLP disagrees with the results of the audit, it will first notify the Company. The Company and the CLP will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: 1.) ten (10) business days from receipt of the notification, in the case of a violation within the buffer zone; or 2.) after the CLP has received notice of the second test, in the case of a violation over the buffer zone.</p>	
<p>(7) With the notification required by subparagraph 3.c.(4), the Company will also notify the CLP that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLP must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>d. If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.</p> <p>(1) For the first such violation within the same consecutive twelve (12) month period, the CLP will be billed the audited load amount for four (4) months. The CLP will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLP must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.</p>	
<p>(2) For the second such violation within the same consecutive twelve (12) month period, the CLP will be billed the audited load amount for five (5) months. The CLP will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLP must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.</p>	
<p>(3) For the third such violation within the same consecutive twelve (12) month period, the CLP will be billed the audited load amount for six (6) months. The CLP will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLP must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.</p>	
<p>(4) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross.</p>	
<p>(5) The Company will notify the CLP that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross, under the provisions set forth preceding.</p>	
<p>e. At the conclusion of any dispute resolution proceeding, the above penalties (including the revised billing) will be self-executing.</p>	
<p>f. If the CLP has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under <i>d.(5)</i> preceding.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>Annually, each CLP must submit a written statement signed by a responsible officer of the CLP, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by the Company no later than the last day of June, shall individually list all of the CLP's completed Collocation arrangements provided by the Company in the state. If the CLP fails to submit this written statement by the last day in June, the Company will notify the CLP in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the thirty (30) calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.</p>	
<p>Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLP's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half-hour (or fraction thereof) and for each additional half-hour (or fraction thereof) per technician, per occurrence as shown in XV.YY. following. #####</p>	
<p>If the CLP orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, the Company will require an Engineering/Major Augment Fee with an application as set forth in XV.A. following, subject to the terms and conditions described in IV.E. preceding. In addition, if a CLP's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee, as set forth in XV.A. following, applies. The Company will work cooperatively with the CLP to configure the new power distribution cables and disconnect the old ones.</p>	
<p>G. <u>Equipment and Facilities</u></p> <p><i>1. Purchase of Equipment</i></p> <p>The CLP will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLP chooses, the Company will assist the CLP in the purchase of equipment by establishing a contact point with the Company. The Company is not responsible for the design, engineering, or performance of CLP equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLP relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company.</p>	
<p><i>2. Permissible Equipment</i></p> <p>The Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: 1.) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLP from obtaining interconnection with the Company at a level equal in quality to that which the Company obtains within its own network or the Company provides to any of its affiliates, subsidiaries, or other parties; and 2.) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLP from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLP seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLP seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property.</p>	
<p>Whenever the Company objects to collocation of equipment by a requesting CLP for purposes within the scope of Section 251(c)(6) of the Act, the Company shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.</p>	
<p>The CLP may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premise environmental standards.</p>	
<p>3. Specifications</p> <p>The CLP facilities shall not physically, electronically, or inductively interfere with or impair the service of the Company's or any other CLP facilities, create hazards or cause physical harm to any individual or the public. All CLP equipment used for Caged and Cageless Collocation must be tested to, and must meet: 1.) the NEBS Level 1 family of safety requirements as defined in the Company's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher; and 2.) the specific risk/safety/hazard criteria specified in Addendum E of the Collocation Services Packet. Any CLP equipment that does not conform to these requirements may not be installed on Company property.</p>	
<p>The Company reserves the right to remove and/or refuse use of CLP facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS Level 1 safety standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). The Company also reserves the right to remove and/or refuse use of CLP facilities or equipment which does not meet or comply with the NEBS equipment safety requirements specified in Addendum E of the Collocation Services Packet.</p>	
<p>4. Cable</p> <p>The CLP is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. The Company cable standards (which are set forth in the Collocation Services Packet) are required to reduce the possibility of interference. The CLP is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLP's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLP provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>If the CLP provides its own fiber optic facility, then the CLP shall be responsible for bringing its fiber optic cable to the premises manhole. The CLP must leave sufficient cable length for the Company to be able to fully extend such cable through to CLP collocation space.</p>	
<p>5. Manhole/Splicing Restrictions</p> <p>The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLP will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLP is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLP collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLP provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.</p>	
<p>6. Access Points and Restrictions</p> <p>The interconnection point for caged and cageless collocation is the point where collocation cable facilities connect to Company termination equipment. The demarcation point for the CLP is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLP must tag all entrance facilities to indicate ownership. The CLP will not be allowed access to Company Digital System Cross-Connect (DSX) line-ups, Main Distribution Frame (MDF) or any other Company facility termination points. The DSX, MDF, and fiber distribution panel are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the DSX or MDF to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.</p>	
<p>7. Staging Area</p> <p>For caged and cageless collocation arrangements, the CLP shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLP is responsible for protecting the Company's equipment and premise walls and flooring within the staging area and along the staging route. The CLP will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLP may also utilize a staging trailer, which can be located on the exterior premises. The Company may assess the CLP a market value lease rate for the area occupied by the trailer.</p>	
<p>8. Testing</p> <p>Upon installation of the CLP equipment, with prior notice, the Company will schedule time to work with the CLP during the turn-up phase of the equipment to ensure proper functionality between CLP equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLP is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>9. <i>Interconnection Between Collocated Spaces</i></p> <p>a. Dedicated Transit Service (DTS), which allows for interconnection between CLPs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two (2) different CLPs within the same Company premises, using Company provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLP. The Company will offer DTS to requesting CLPs as long as such access is technically feasible.</p>	
<p>DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Company premises, provided that the collocated equipment is used for interconnection with the Company and/or for access to the Company's unbundled network elements. The Company shall provide such DTS connections from the CLP's collocation arrangement to another collocation arrangement of the same CLP within the same Telephone Company premises, or to a collocation arrangement of another CLP in the same Telephone Company premises. DTS is provided at the same transmission level from CLP to CLP.</p>	
<p>The DTS arrangement requires the requesting CLP to provide cable assignment information for itself as well as for the other CLP. The Company will not make cable assignments for DTS. The requesting CLP is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLP must also provide a letter of agency from the CLP it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLP. DTS service order and service connection rates are specified in Section XV..</p>	
<p>b. (Note: Collocator to Collocator Interconnect arrangements will only be provided under the terms and conditions of this section to CLPs with existing arrangements as of March 14, 2002. Additions, rearrangements, and moves are not permitted.)</p> <p>The Company shall provide, upon the CLP's request, a Collocator to Collocator Interconnect Arrangement between its equipment and the equipment of other collocated CLPs. When initiating a Collocator to Collocator Interconnect request, the CLP must submit an Application Form, ASR, and a Minor Augment Fee. The Company will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect Arrangement, if required, and determining the appropriate cable route.</p>	
<p>The CLP has the option of providing all cables and connectors for the arrangement and the option of running the cables for the Collocator to Collocator Interconnect Arrangement. If the Company provides the cables and connectors and/or runs the cable, the applicable cable and labor rates in Section XV. will be applied.</p>	
<p>10. <i>Optical Facility Terminations</i></p> <p>CLPs who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Company's fiber distribution panel (FDP) and the CLP's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Dedicated Transit Service.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>H. <u>Access to Collocation Space</u></p> <p>The Company will permit CLP employees, agents, and contractors approved by the Company to have direct access to CLP caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. CLP employees, agents, or contractors must comply with the policies and practices of the Company pertaining to fire, safety, and security as described in the Company's Security Procedures and Requirements Guidelines, which are attached to the Collocation Services Packet. The Company reserves the right, with twenty-four (24) hours prior notice to the CLP, to access the CLP's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLP shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, the Company reserves the right to permanently remove from and/or deny access to Company premises any CLP employee, agent, or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company.</p>	
<p>I. <u>Network Outage, Damage and Reporting</u></p> <p>The CLP shall be responsible for:</p> <ul style="list-style-type: none"> - Any damage or network outage occurring as a result of CLP owned or designated termination equipment in Company premises; 	
<ul style="list-style-type: none"> - Providing trouble report status when requested; 	
<ul style="list-style-type: none"> - Providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week; 	
<ul style="list-style-type: none"> - Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and 	
<ul style="list-style-type: none"> - Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLP service. 	
<p>The Company will make every effort to contact the CLP in the event CLP equipment disrupts the network. If the Company is unable to make contact with the CLP, the Company shall temporarily disconnect the CLP's service, as provided in Section V.K. following.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>J. <u>Security Requirements</u></p> <p>1. <i>Background Tests; Training</i></p> <p>All employees, agents and contractors of the CLP must meet certain minimum requirements as set forth in the Company's Collocation Service Packet. When the CLP submits the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, the CLP must submit to the Company's Security Department, for prior approval, the background investigation certification form included in the Collocation Service Packet for all employees, agents and contractors that will require access to Company premises. The CLP must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors.</p>	
<p>The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLP with written notice of such changes. Where applicable, the Company will provide information to the CLP on the specific type of security training required so its employees can complete such training.</p>	
<p>2. <i>Security Standards</i></p> <p>The Company will be solely responsible for determining the appropriate level of security in each premises. The Company reserves the right to deny access to Company buildings for any CLP employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLP are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow. The Company also reserves the right to deny access to Company buildings for CLP employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.</p>	
<p>CLP employees, agents, or contractors who meet the Company's established security standards will be provided access to the CLP's collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. If CLP employees, agents, or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent, or contractor may accompany and observe the CLP employee(s), agent(s), or contractor(s) at no cost to the CLP.</p>	
<p>The Company may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Company.</p>	
<p>The Company may require CLP employees and contractors to use a central or separate entrance to the Company's premises, provided, however, that where the Company requires that CLP employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Company's affiliates and subsidiaries will be subject to the same restriction.</p>	

V. INSTALLATION AND OPERATION (Continued)

<p>The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: 1.) Construction of a separate entrance is technically feasible; 2.) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation; 3.) Construction of a separate entrance will not artificially delay collocation provisioning; and 4.) Construction of a separate entrance will not materially increase the CLP's collocation costs.</p>	
<p>3. Access Cards/Identification</p> <p>Access cards or keys will be provided to no more than a reasonable number of CLP appointed individuals for each Company premises. All CLP employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLP. The ID must be worn on the individual's exterior clothing while on Company premises. The Company will provide the CLP with instructions and necessary access cards or keys to obtain access to Company buildings.</p>	
<p>The CLP is required to immediately notify the Company by the most expeditious means, when any CLP employee, agent or contractor with access privileges to Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. The CLP is responsible for the immediate retrieval and return to the Company of all keys, access cards or other means of obtaining access to Company buildings upon termination of employment of an employee and/or termination of service. The CLP shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or upon failure of it or its employee, agent or contractor to return them to the Company.</p>	
<p>K. Emergency Access</p> <p>The CLP is responsible for providing a contact number that is readily accessible twenty-four (24) hours a day, seven (7) days a week. The CLP will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLP in advance of any such emergency access. If advance notification is not possible the Company will provide notification of any such entry to the CLP as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLP facilities or equipment and its ability to provide service. The Company will restrict access to CLP collocation space to persons necessary to handle such an emergency.</p>	
<p>The emergency provisioning and restoration of interconnection service shall be in accordance with 47 CFR § 64.401, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLP collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLP or CLP equipment upon the operation of Company equipment, facilities and/or employees located outside the CLP's collocation space. The Company will notify the CLP as soon as possible when such an event has occurred.</p>	

V. INSTALLATION AND OPERATION (Continued)

In case of a Company work stoppage, CLP employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLP access to its premises, or ability to provide service. The CLP will notify the Company point of contact of any work stoppages by CLP employees.	
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VI. SPACE REQUIREMENTS

<p>A. <u>Space Availability</u></p> <p>The Company will maintain an online list of premises where insufficient space exists to accommodate one or more types of collocation.</p>	
<p>B. <u>Minimum/Maximum/Additional Space</u></p> <p>The minimum amount of floor space available to each CLP at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLP will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLP's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested.</p>	
<p>Additional space requested for an existing caged, cageless and/or adjacent collocation arrangement will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLP by completing and submitting a new application form, as described in Section IV.A., and the applicable non-refundable engineering fee set forth in Section XV.. The Company will not be required to lease additional space when available space has been exhausted.</p>	
<p>C. <u>Use of Space</u></p> <p>The Company and CLP will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Service Catalog, the CLP shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Company premises. The CLP shall use the collocation space solely for the purposes of installing, maintaining and operating its equipment to interconnect for the exchange of traffic with the Company and/or for purposes of accessing unbundled network elements. The CLP shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of the Company. The collocation space may not be used for administrative purposes and may not be used as CLP employee(s) work location, office or retail space, or storage. The collocation space shall not be used as the CLP's mailing or shipping address.</p>	
<p>D. <u>Reservation of Space</u></p> <p>The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLPs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's and its affiliates' own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures in Section VI.A..</p>	

VI. SPACE REQUIREMENTS (Continued)

<p>The CLP shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLP to determine an alternative arrangement for the specific location. The CLP will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLP Cageless collocation bays may not be used solely for the purpose of storing CLP equipment.</p>	
<p>E. <u>Collocation Space Report</u></p>	
<p>Upon request by the CLP and upon its signing a collocation nondisclosure agreement, the Company will make available a Collocation Space Report with the following information for the premises requested:</p>	
<ul style="list-style-type: none">- Detailed description and amount of caged and cageless collocation space available;	
<ul style="list-style-type: none">- Number of telecommunications carriers with existing collocation arrangements;	
<ul style="list-style-type: none">- Modifications of the use of space since the last Collocation Space Report requested; and,	
<ul style="list-style-type: none">- Measures being taken, if any, to make additional Collocation spaces available.	
<p>The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a CLP within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee will be assessed per request and per premise.</p>	
<p>F. <u>Reclamation</u></p>	
<p>When initiating an application form, the CLP must have started installing the equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLP does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section VI.D. preceding, the Company may reclaim the unused collocation space to accommodate another CLP request or the Company's future space requirements.</p>	
<p>The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its Service Catalogs to provide telecommunication services to its end users. In such cases, the Company will reimburse the CLP for reasonable direct costs and expenses in connection with such reclamation. The Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space.</p>	

VII. LIABILITY AND INDEMNIFICATION

<p>A. No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.</p>	
<p>Subject to the preceding and to the provisions following, with respect to any claim or suit, by a CLP or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Company for the service for the period during which service was affected.</p>	
<p>B. The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.</p>	
<p>C. The Company is not liable for damages to the CLP premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's gross negligence or willful misconduct.</p>	
<p>D. The Company shall be indemnified, defended and held harmless by the CLP and/or its end user against any claim, loss or damage arising from the use of services offered under this Service Catalog, involving:</p> <ol style="list-style-type: none">1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company's facilities;	
<ol style="list-style-type: none">2. Claims for patent infringement arising from the CLP's or its end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or the CLP;	
<ol style="list-style-type: none">3. All other claims arising out of any act or omission of the end user and/or CLP in the course of using services provided pursuant to this Service Catalog;	
<ol style="list-style-type: none">4. All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLP or its end user in connection with facilities provided by the Company, the CLP, or the end user; or	
<ol style="list-style-type: none">5. The Company shall not be liable to the CLP or its customers in connection with the provision or use of the services provided under this Service Catalog for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.	
<p>E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the CLP from any and all claims by any person relating to such CLP's use of services so provided.</p>	
<p>F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Service Catalog.</p>	

VII. LIABILITY AND INDEMNIFICATION (Continued)

<p>G. The Company's failure to provide or maintain services under this Service Catalog shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.</p>	
<p>H. The Company shall not be liable for any act or omission of any other entity furnishing to the CLP facilities, equipment, or services used in conjunction with the services provided under this Service Catalog. Nor shall the Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLP or CLP end user, or due to the failure of equipment, facilities, or services provided by the CLP or its end user.</p>	
<p>I. Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the premises, unless caused by the gross negligence or willful misconduct of the party's agents or employees.</p>	
<p>J. The CLP shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the CLP or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLP's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Company's premises, or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Company. These provisions shall survive the termination, cancellation, modification or rescission of the Service Catalog for at least eighteen (18) months from the date of the termination.</p>	
<p>The Company shall indemnify, defend and save harmless the CLP from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Company's provision of service within or on the exterior of the premises of by an act or omission of the CLP, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLP.</p>	
<p>A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:</p> <ol style="list-style-type: none">1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section only to the extent the failure to give such notice has prejudiced the indemnifying Party.	
<ol style="list-style-type: none">2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.	

VII. LIABILITY AND INDEMNIFICATION (Continued)

<p>3. In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.</p>	
<p>4. The indemnified Party shall, in all cases, assert any and all provisions in its Service Catalogs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.</p>	
<p>K. The CLP shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of, premises by the CLP, and/or acts by the CLP, its employees, agents or contractors.</p>	
<p>L. The CLP shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to CLP installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.</p>	
<p>M. The CLP represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLP shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLP, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Service Catalog for at least eighteen (18) months from the date of the termination.</p>	
<p>N. The Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the premises, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Company shall indemnify, defend, and hold harmless the CLP, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Company, its directors, officers and employees, servants, agents, affiliates and parent.</p>	
<p>O. The Company and the CLP shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the premises and, as appropriate, cable space.</p>	

VIII. INSURANCE

<p>A. <u>Coverage Requirements</u></p> <p>The CLP shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.</p> <ol style="list-style-type: none">1. Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.	
<ol style="list-style-type: none">2. Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1. above.	
<ol style="list-style-type: none">3. All Risk Property coverage on a full replacement cost basis insuring all of the CLP's real and personal property located on or within Company premises. The CLP may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.	
<ol style="list-style-type: none">4. Statutory Workers Compensation coverage.	
<ol style="list-style-type: none">5. Employers Liability coverage in an amount of \$500,000 each accident.	
<ol style="list-style-type: none">6. Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.	
<p>Notwithstanding anything herein to the contrary. The coverage requirements described in 3. through 6. above shall only be required if the CLP orders collocation services pursuant to this Service Catalog. The minimum amounts of insurance required in this section may be satisfied by the CLP purchasing primary coverage in the amounts specified or by the CLP buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLP's option, so long as the total amount of insurance meets the Company's requirements.</p>	
<p>B. <u>Deductibles</u></p> <p>Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLP.</p>	
<p>C. <u>Additional Insureds</u></p> <p>The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLP. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Company has secured to protect itself. All of the insurance afforded by the CLP shall be primary in all respects, including the CLP's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLP and required hereby.</p>	

VIII. INSURANCE (Continued)

<p>D. <u>Waiver of Subrogation Rights</u></p> <p>The CLP waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.</p>	
<p>E. <u>Evidence of Insurance</u></p> <p>All insurance must be in effect on or before the Company authorizes access by CLP employees or placement of CLP equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLP's facilities remain within any space governed by this Service Catalog. If the CLP fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLP. Failure to make a timely reimbursement will result in disconnection of service. The CLP agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days' notice of policy cancellation, expiration or non-renewal.</p>	
<p>At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLP shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLP access be construed as a waiver of the right of the Company to assert a claim against the CLP for breach of the obligations established in this section.</p>	
<p>F. <u>Compliance Requirements</u></p> <p>The CLP shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLP shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLP shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLP must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.</p>	

VIII. INSURANCE (Continued)

G. Self-Insurance

If the CLP's net worth exceeds \$100,000,000, the CLP may elect to self-insure and thereby assume the coverages, protections and payments that otherwise would have been provided or made to or on behalf of the Company under the insurance provisions set forth in this section. If the CLP self-insures, the CLP shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLP is subject to the same liability and indemnification provisions set forth herein.

IX. CONFIDENTIALITY

In addition to its other confidentiality obligations hereunder, the CLP shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLP as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities.	
Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLP in connection with Collocation, or known to the Company as a result of the interconnection of the CLP's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLP on a need to know basis only. Neither the Company nor the CLP shall be obligated to hold in confidence information that:	
- Was already known to the CLP free of any obligation to keep such information confidential;	
- Was or becomes publicly available by other than unauthorized disclosure; or	
- Was rightfully obtained from a third party not obligated to hold such information in confidence.	

X. CASUALTY

<p>If the collocation equipment location in the Company premises is rendered wholly unusable through no fault of the CLP, or if the building is so damaged that the Company decides to demolish it, rebuild it, or abandon it for premises purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Company may elect to terminate the collocation arrangements in the damaged building by providing written notification to CLPs as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty, specifying a date for the termination of the Collocation arrangements. The termination date will not be more than sixty (60) calendar days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement will expire as fully and completely as if such date were the date set forth for the termination of the arrangement. CLPs shall immediately quit, surrender and vacate the premises without prejudice. Unless the Company serves a termination notice as provided for herein, it will make the repairs and restorations with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.</p>	
<p>After any such casualty, CLPs shall cooperate with the Company's restoration by removing from the collocation space, as promptly as reasonably possible, all of their salvageable inventory and movable equipment, furniture and other property. The Company will work cooperatively with the CLPs to minimize any disruption to service, resulting from any damage. The Company will provide written notification to CLPs detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, the Company's rights and remedies against CLPs in effect prior to such termination, and any fees owing, will be paid up to such date. Any advance payments of fees made by CLPs for periods after such date, shall be returned.</p>	

XI. TERMINATION OF SERVICE

<p>A. <u>Grounds for Termination</u></p> <p>Failure by the CLP to comply with the terms and conditions of this Service Catalog, including nonpayment of rates and charges, may result in termination of service.</p>	
<p>Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Company's network facilities. At least one hundred eighty (180) days written notice will be given to the CLP of events which may lead to the automatic termination of any such arrangement pursuant to this Service Catalog, except when extraordinary circumstances require a shorter interval. In such cases, the Company will provide notice to the CLP as soon as practicable. The Company will work with the CLP to identify alternate collocation arrangements. The Company will work cooperatively with the CLP to minimize any potential for service interruption resulting from such actions.</p>	
<p>In addition to the other grounds for termination of collocation services set forth herein, the Company also reserves the right to terminate such services upon thirty (30) days' notice in the event the CLP is not in conformance with Company standards and requirements, and/or imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLPs.</p>	
<p>B. <u>Effects of Termination</u></p> <p>A CLP must provide a minimum of thirty (30) calendar days written notice if the CLP elects to terminate an existing collocation arrangement after acceptance of the collocation space. All monthly recurring charges will continue for thirty (30) calendar days from the date of the termination notice, or until the collocation space is vacated, whichever is longer.</p>	
<p>If a CLP has paid a non-recurring charge(s) for an asset in a collocation arrangement and is succeeded by another CLP who uses the same asset, the initial CLP will be credited the remaining undepreciated amount of the asset upon occupancy by the subsequent CLP. The subsequent CLP will be responsible for paying the remaining undepreciated amount of the cost. If the Company uses an asset for which a CLP paid a non-recurring charge, the Company will make a pro rata refund to the CLP. For purposes of calculating prorated refunds to the CLP, the Company will use the economic life of the asset.</p>	
<p>Upon the termination of collocation service, the CLP shall disconnect and remove its equipment from the designated collocation space. Due to physical and technical constraints, removal of CLP entrance facility cable will be at the Company's option. The Company reserves the right to remove CLP equipment if the CLP fails to remove and dispose of the equipment within the thirty (30) calendar days' notice of discontinuance. The CLP will be charged the appropriate additional labor charge in the Company's Facilities for Intrastate Access Service Catalog/Section VII. for the removal of such equipment. Upon removal by the CLP of all its equipment from the collocation space, it will reimburse the Company for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in the Company's Facilities for Intrastate Access Service Catalog/Section VII..</p>	

XI. TERMINATION OF SERVICE (Continued)

<p>C. <u>Cancellations and Acceptance Delays</u></p> <p>If a CLP elects to cancel a request for collocation when construction is in progress and prior to acceptance of the collocation space, the CLP must do so in writing. Engineering/Major Augment fees submitted with the application and all other non-recurring charges for the Company's costs incurred in providing the collocation arrangement will not be refunded. No monthly recurring charges will be billed to the CLP.</p>	
<p>If a CLP elects to not accept a completed collocation arrangement, the CLP must provide written notice within thirty (30) calendar days of the scheduled completion date to avoid incurring any monthly recurring charges. Engineering/Major Augment fees submitted with the application and all other non-recurring charges for the Company's costs incurred in providing the collocation arrangement will not be refunded.</p>	

XII. MISCELLANEOUS

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLP does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLP requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLP may not use Company official lines.

XIII. RATE REGULATIONS

<p>A. <u>Rates and Charges</u></p> <p>Except as otherwise described herein, the rates for Company collocation services provided pursuant to this Service Catalog are set forth in Section XV. following. The Service Cataloged rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.</p>	
<p>B. <u>Billing and Payment</u></p> <p>The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section V.A. preceding. The balance of the NRCs and all related monthly recurring service charges will be billed to the CLP when the Company provides CLP access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.</p>	
<p>C. <u>Extraordinary Charges</u></p> <p>Collocator will be responsible for all extraordinary construction costs, incurred by the Company to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs (but not limited to) for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).</p>	
<p>The Company will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis. Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

<p>A. <u>Non-Recurring Charges</u></p> <p>The following are non-recurring charges (one-time charges) that apply for specific work activity.</p> <p>1. <i>Engineering/Major Augment Fee</i></p> <p>The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless or Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.</p>	
<p>2. <i>Minor Augment Fee</i></p> <p>The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLP including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.</p>	
<p>3. <i>Access Card Administration</i></p> <p>The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis. The rate is also applied to cover the cost of keys or other means of obtaining access to Company buildings.</p>	
<p>4. <i>Cage Enclosure</i></p> <p>The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover all the costs incurred in constructing the CLP's cage and cage gate. There are five (5) caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.</p>	
<p>5. <i>Cage Enclosure Augment</i></p> <p>The Cage Enclosure Augment rate is applied per square foot of fencing when a CLP requests additional fencing for an existing caged arrangement.</p>	
<p>6. <i>BITS Timing</i></p> <p>The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLP's equipment. If requested, it is applied on a per project basis.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>7. <i>Overhead Superstructure</i></p> <p>The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.</p>	
<p>8. <i>Facility Pull Engineering</i></p> <p>The Facility Pull Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.</p>	
<p>9. <i>Facility Pull</i></p> <p>The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.</p>	
<p>10. <i>DSO Cable Termination</i></p> <p>The DSO Cable Termination charge is applied per one hundred (100) pair DSO cable terminated and is designed to recover the labor cost of terminating DSO Cable from the collocation cage or relay rack to the Main Distribution Frame block or DSX panel.</p>	
<p>11. <i>DS1 Cable Termination</i></p> <p>The DS1 Cable Termination charge is applied per 28 pair DS1 cable terminated and is designed to recover the labor cost of terminating DS1 Cable from the collocation cage or relay rack to the DSX panel.</p>	
<p>12. <i>DS3 Coaxial Cable Termination (Preconnectorized)</i></p> <p>The DS3 Coaxial Cable Termination (Preconnectorized) charge is applied per termination to recover the labor cost of terminating preconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.</p>	
<p>13. <i>DS3 Coaxial Cable Termination (Unconnectorized)</i></p> <p>The DS3 Coaxial Cable Termination (Unconnectorized) charge is applied per termination to recover the labor cost of terminating preconnectorized DS3 Cable from the collocation cage or relay rack to the DSX panel.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>14. Fiber Cable Pull-Engineering</p> <p>The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLP's fiber cable, when necessary, into the Company's central office.</p>	
<p>15. Fiber Cable Pull-Laced Innerduct</p> <p>The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLP's equipment area through which the CLP's fiber cable is pulled.</p>	
<p>16. Fiber Cable Pull-Labor</p> <p>This charge is applied per linear foot and covers the labor costs of pulling the CLP's fiber cable into the Company's central office.</p>	
<p>17. Fiber Cable Pull-Fire Retardant</p> <p>This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.</p>	
<p>18. Fiber Splice-Engineering</p> <p>The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.</p>	
<p>19. Fiber Cable Splice</p> <p>The Fiber Cable Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.</p>	
<p>20. DC Power</p> <p>Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover the Company's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.</p>	
<p>21. Cable Material Charge</p> <p>The CLP has the option of providing its own cable or the Company may, at the CLP's request, provide the necessary transmission, power and grounding cables. If the Company provides these cables, the applicable Cable Material Charge will be charged.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>22. Adjacent Engineering Fee</p> <p>The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.</p>	
<p>23. Adjacent Fiber Cable Pull-Engineering</p> <p>The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLP's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.</p>	
<p>24. Adjacent Fiber Cable Pull-Placed Innerduct</p> <p>This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLP's equipment area through which the CLP's fiber is pulled.</p>	
<p>25. Adjacent Fiber Cable Pull-Labor</p> <p>This charge covers the labor costs for pulling CLP fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.</p>	
<p>26. Adjacent-Cable Fire Retardant</p> <p>This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.</p>	
<p>27. Adjacent Metallic Cable Pull-Engineering</p> <p>This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into the Company wire center. For Adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.</p>	
<p>28. Adjacent Metallic Cable Pull-Labor</p> <p>This charge covers the labor costs of pulling metallic cable for Adjacent collocation into the Company wire center.</p>	
<p>29. Adjacent Metallic Cable Splice-Engineering</p> <p>This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>30. <i>Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair</i></p> <p>This charge is for the labor to splice metallic cables and is based on a per pair spliced.</p>	
<p>31. <i>Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair</i></p> <p>This charge is for the labor to splice metallic cables and is based on a per pair spliced.</p>	
<p>32. <i>Adjacent Fiber Cable Splice</i></p> <p>This charge covers the labor to splice fiber cables and is based on a per fiber spliced.</p>	
<p>33. <i>Adjacent Facility Pull-Engineering</i></p> <p>This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.</p>	
<p>34. <i>Adjacent Facility Pull-Labor</i></p> <p>This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.</p>	
<p>35. <i>Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized)</i></p> <p>These charges cover the labor to terminate these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.</p>	
<p>36. <i>Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized)</i></p> <p>These charges cover the labor of terminating these types of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.</p>	
<p>37. <i>Adjacent DS3 Coaxial Cable Termination (Preconnectorized)/Adjacent DS3 Coaxial Cable Termination (Unconnectorized)</i></p> <p>These charges cover the labor of terminating this type of interconnection wire (cable) for adjacent collocation to the main distribution frame block or DSX panel.</p>	
<p>38. <i>Adjacent Fiber Cable Termination</i></p> <p>This charge covers the labor of terminating fiber cable, per fiber strand, for adjacent collocation to a fiber distribution panel.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p><i>39. Collocation Space Report</i></p> <p>When requested by a CLP, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten (10) calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.</p>	
<p><i>40. Miscellaneous Services-Labor</i></p> <p>Additional labor, if required by the CLP to complete a collocation request or performed inventory services for CLPs will be rated as set forth in the Company's Facilities for Intrastate Access Service Catalog Section VII..</p>	
<p><i>41. Electrical</i></p> <p>The electrical charges for Lighting, Outlet and Floor Ground Bar are applied for each initial caged and cageless collocation application.</p>	
<p><i>42. Site Modifications</i></p> <p>Site Modification charges for Demolition and Site Work, Dust Partition, and Minor HVAC are applied on a per occurrence basis for each initial caged and cageless collocation application.</p>	
<p><i>43. Cage Grounding Bar</i></p> <p>The Cage Grounding Bar charge is applied to each initial caged collocation arrangement.</p>	
<p><i>44. Engineering/Major Augment Fee (Microwave Only)</i></p> <p>The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.</p>	
<p><i>45. Facility Pull (Microwave Only)</i></p> <p>The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>46. <i>Building Penetration for Microwave Cable</i></p> <p>The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.</p>	
<p>47. <i>Special Work for Microwave</i></p> <p>The costs incurred by the Company for installation of CLP's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.</p>	
<p>48. <i>Dedicated Transit Service (DTS) Service Order Charge</i></p> <p>Applied per DTS order to the requesting CLP for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.</p>	
<p>49. <i>Dedicated Transit Service (DTS) – Service Connection CO Wiring</i></p> <p>Applied per DTS circuit to the requesting CLP for recovery of DTS circuit material, wiring, service turn-up and disconnect of DS0, DS1, DS3, and dark fiber circuits.</p>	
<p>50. <i>Dedicated Transit Service (DTS) – Service Connection Provisioning</i></p> <p>Applied per DTS order to the requesting CLP for recovery of circuit design and labor costs associated with the provisioning and disconnection of DS0, DS1, DS3 and dark fiber circuits for DTS.</p>	
<p>51. <i>Fiber Optic Patchcord Termination</i></p> <p>The Fiber Optic Patchcord Termination charge is applied per fiber optic patchcord terminated and recovers the labor cost of terminating fiber optic patchcord from the collocation arrangement to a fiber distribution panel.</p>	
<p>52. <i>Virtual Equipment Installation</i></p> <p>The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.</p>	
<p>53. <i>Virtual Software Upgrade</i></p> <p>The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLP request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p><i>54. Virtual Card Installation</i></p> <p>The Virtual Card Installation charge is applied per card when the Company, upon CLP request, installs additional cards for an existing Virtual Collocation arrangement.</p>	
<p>B. <u>Monthly Charges</u></p> <p>The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.</p> <p>1. <i>Caged Floor Space</i></p> <p>Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLP. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.</p>	
<p>2. <i>Relay Rack Floor Space</i></p> <p>The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.</p>	
<p>3. <i>Cabinet Floor Space</i></p> <p>The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.</p>	
<p>4. <i>Cable Subduct Space-Manhole</i></p> <p>This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.</p>	
<p>5. <i>Cable Subduct Space</i></p> <p>The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.</p>	
<p>6. <i>Fiber Cable Vault Splice</i></p> <p>The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLP's fiber cable splice within the Company's cable vault.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>7. Cable Rack Space-Metallic</p> <p>The Cable Space–Metallic charge is applied for each DS0, DS1, and DS3 cable run. The charge is designed to recover the space utilization cost that the CLP's metallic and coaxial cable occupies within the Company's cable rack system.</p>	
<p>8. Cable Rack Space-Fiber</p> <p>The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLP's fiber cable occupies within the Company's cable rack system.</p>	
<p>9. DC Power</p> <p>The DC Power monthly charge is applied on a per load amp basis with a ten (10) amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.</p>	
<p>10. Facility Termination (DS0)</p> <p>This charge is applied per one hundred (100) pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame one hundred (100) pair circuit block.</p>	
<p>11. Facility Termination (DS1)</p> <p>The Facility Termination (DS1) charge is applied per twenty-eight (28) pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.</p>	
<p>12. Facility Termination (DS3)</p> <p>The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.</p>	
<p>13. BITS Timing</p> <p>The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.</p>	
<p>14. Environmental Conditioning</p> <p>The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the CLP's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLP's equipment in the Company's premises.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p>15. <i>Adjacent Cable Subduct Space-Manhole</i></p> <p>This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.</p>	
<p>16. <i>Adjacent Cable Subduct Space</i></p> <p>The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.</p>	
<p>17. <i>Adjacent Conduit Space (Metallic)-Manhole</i></p> <p>This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.</p>	
<p>18. <i>Adjacent Conduit Space (Metallic)</i></p> <p>This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.</p>	
<p>19. <i>Adjacent Facility Termination DS0 Cable</i></p> <p>This charge is applied per one hundred (100) pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame one hundred (100) pair circuit block.</p>	
<p>20. <i>Adjacent Facility Termination DS1 Cable</i></p> <p>The Facility Termination (DS1) charge is applied per twenty-eight (28) pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.</p>	
<p>21. <i>Adjacent Facility Termination DS3 Cable</i></p> <p>The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.</p>	
<p>22. <i>Adjacent Cable Vault Space</i></p> <p>The Adjacent Cable Vault Space charge covers the cost of the space the CLP's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.</p>	
<p>23. <i>Adjacent Cable Rack Space</i></p> <p>This charge covers the space utilization cost that the CLP's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.</p>	

XIV. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

(Continued)

<p><i>24. Card Reader and Controller</i></p> <p>Card Reader and Controller monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the Card Reader and Controller security in the Company's premises.</p>	
<p><i>25. Microwave Rooftop Space</i></p> <p>Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLP for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.</p>	
<p><i>26. Facility Termination – Fiber Optic Patchcord</i></p> <p>This charge is applied per fiber optic patchcord terminated. This charge is designed to recover the labor and material cost of the fiber distribution panel.</p>	
<p><i>27. Virtual Equipment Maintenance</i></p> <p>The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLP's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.</p>	

XV. RATES AND CHARGES

	<u>NRC</u>	<u>Monthly Charge</u>	
<u>A. Engineering/Major Augment Fee, Per Occurrence</u>			
Caged or Cageless	\$1,128.53	---	
Microwave	980.78	---	
Virtual with CLP Entrance Facilities	557.81	---	
Virtual without CLP Entrance Facilities	378.90	---	
<u>B. Minor Augment Fee, Per Occurrence</u>			
	199.42	---	
<u>C. Access Card/Key Administration,</u>			
Per Card/Key	19.26	---	
<u>D. Cage Enclosure, Per Cage</u>			
25 – 100 Sq. Ft. cage	4,361.53	---	
101 – 200 Sq. Ft. cage	5,478.20	---	
201 – 300 Sq. Ft. cage	7,218.68	---	
301 – 400 Sq. Ft. cage	8,959.16	---	
401 – 500 Sq. Ft. cage	10,699.64	---	
<u>E. Cage Enclosure Augment,</u>			
Per Sq. Ft. Fencing	15.36	---	
<u>F. BITS Timing,</u>			
Per Project	291.20	---	
Per Month, per occurrence	---	\$9.16	
<u>G. Overhead Superstructure, Per Project</u>			
	2,482.64	---	
<u>H. Facility Pull Engineering, Per Project</u>			
	75.43	---	
<u>I. Facility Pull, Per Cable Run</u>			
Metallic	210.08	---	
Fiber Optic Patchcord	207.20	---	
<u>J. Cable Termination</u>			
DS0 Cable, per 100 pair cable terminated	4.16	---	
DS1 Cable, per 28 pair cable terminated	1.04	---	
DS3 Coaxial Cable (Preconnectorized) per cable terminated	1.04	---	
DS3 Coaxial Cable (Unconnectorized) per cable terminated	10.40	---	
Fiber Optic Patchcord per termination	1.12	---	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
K. <u>Fiber Cable Pull-Engineering</u>			
Per Project	\$606.30	---	
L. <u>Fiber Cable Pull-Place Innerduct</u>			
Per Linear Foot	1.32	---	
M. <u>Fiber Cable Pull-Labor</u>			
Per Linear Foot	0.73	---	
N. <u>Fiber Cable Pull-Cable Fire Retardant</u>			
Per Occurrence	41.61	---	
O. <u>Fiber Splice-Engineering</u>			
Per Project	30.32	---	
P. <u>Fiber Cable Splice</u>			
Per Fiber	65.29	---	
Q. <u>DC Power</u>			
Engineering, Per Project	75.43	---	
Cable Pull/Termination, Per Cable	1,341.62	---	
Ground Wire, Per Wire	18.12	---	
Facility and Utility, Per Load Amp (10 amp minimum)	---	\$12.84	
R. <u>Cable Material Charge</u>			
Facility Cable, Per Cable Run		---	
DS0 Cable (Connectorized) 100 Pair	332.57	---	
DS1 Cable (connectorized)	308.77	---	
DS3 Coaxial Cable	83.84	---	
Shielded Cable (Orange Jacket)	33.26	---	
Fiber Optic Patchcord-24 Fiber (Connectorized)	834.35	---	
Facility Cable, Per Linear Foot Category 5 (Connectorized)	1.10	---	
Power Cable, Per Cable Run		---	
Wire Power 1/0	92.80	---	
Wire Power 2/0	135.47	---	
Wire Power 3/0	149.67	---	
Wire Power 4/0	184.87	---	
Wire Power 350 MCM	315.06	---	
Wire Power 500 MCM	440.22	---	
Wire Power 750 MCM	677.29	---	
S. <u>Caged Floor Space, Per Square Foot</u>			
Per Month	---	2.84	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
T. <u>Relay Rack Floor Space,</u>			
Per Linear Foot, Per Month	---	\$12.10	
U. <u>Cabinet Floor Space, Per Linear Foot,</u>			
Per Month	---	16.37	
V. <u>Cable Subduct Space-Manhole</u>			
Per Project, Per Month	---	3.78	
W. <u>Cable Subduct Space</u>			
Per Linear Foot, Per Month	---	0.02	
X. <u>Fiber Cable Vault Splice-48 Fiber</u>			
Material, Per Splice, Per Month	---	7.15	
Y. <u>Fiber Cable Vault Splice-48 Fiber</u>			
Per Subduct, Per Month	---	0.87	
Z. <u>Fiber Cable Vault Splice-96 Fiber</u>			
Material, Per Splice, Per Month	---	20.36	
AA. <u>Fiber Cable Vault Splice-96 Fiber</u>			
Per Subduct, Per Month	---	0.87	
BB. <u>Cable Rack Space-Metallic</u>			
Per Cable Run, Per Month	---	1.48	
CC. <u>Cable Rack Space-Fiber</u>			
Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month	---	0.01	
Fiber Optic Patchcord to Fiber Distribution Frame, Per Fiber Strand, Per Month	---	0.37	
DD. <u>Facility Termination</u>			
DS0, Per 100 Pair, Per Month	---	3.02	
DS1, Per 28 Pair, Per Month	---	13.92	
DS3, Per DS3, Per Month	---	9.51	
Fiber Optic Patchcord, Per Connector, Per Month	---	.85	
EE. <u>Environmental Conditioning, Per Load Amp DC Power</u>			
HVAC Stand Alone System (10 amp minimum)	---	1.83	
HVAC Shared System (10 amp minimum)	---	1.20	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
FF. <u>Adjacent Engineering Fee</u>			
On-Site, Per Occurrence	\$958.00	---	
GG. <u>Adjacent Fiber Cable Pull-Engineering</u>			
Per Project	606.30	---	
HH. <u>Adjacent Fiber Cable Pull-Place</u>			
Innerduct Per Linear Foot	1.32	---	
II. <u>Adjacent Fiber Cable Pull</u>			
Per Linear Foot	0.73	---	
JJ. <u>Adjacent Cable Fire Retardant</u>			
Per Occurrence	41.61	---	
KK. <u>Adjacent Metallic Cable</u>			
Pull-Engineering Per Project	606.30	---	
LL. <u>Adjacent Metallic Cable Pull</u>			
Per Linear Foot	1.06	---	
MM. <u>Adjacent Metallic Cable Splice</u>			
Engineering, Per Project	30.32	---	
Greater than 200 Pair, Per DS0/DS1 Pair	0.68	---	
200 Pair or Less, Per DS0/DS1 Pair	2.04	---	
NN. <u>Adjacent Fiber Cable Splice</u>			
Engineering, Per Fiber	30.32	---	
48 Fiber or Less, Per Fiber	65.29	---	
Greater than 48 Fiber, Per Fiber	61.57	---	
OO. <u>Adjacent Facility Pull-Engineering</u>			
Per Project	75.43	---	
PP. <u>Adjacent Facility Pull</u>			
Per Linear Foot	1.04	---	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
<u>QQ. Adjacent Cable Termination</u>			
DS0 Cable (Connectorized) Per 100 Pair	4.16	---	
DS0 Cable (Unconnectorized) Per 100 Pair	41.61	---	
DS1 Cable (Connectorized) Per 28 Pair	1.04	---	
DS1 Cable (Unconnectorized) Per DS3	31.21	---	
DS3 Cable (Unconnectorized) Per DS3	10.40	---	
Fiber Cable, Per Fiber Termination	65.29	---	
<u>RR. Adjacent Subduct Space</u>			
Manhold, Per Project	---	\$3.78	
Per Linear Foot	---	0.02	
<u>SS. Adjacent Conduit Space (4" Duct)</u>			
Manhold, Metallic, Per Conduit	---	6.65	
Metallic, per Linear Foot	---	0.04	
<u>TT. Adjacent Facility Termination-Material</u>			
DS0 Cable, Per 100 Pair	---	3.02	
DS1 Cable, Per 28 Pair	---	13.92	
DS3 Cable, Per Coaxial	---	9.51	
<u>UU. Adjacent Cable Vault Space</u>			
Per 1200 Pair, Material, Per Splice	---	379.41	
Per 1200 Pair, Per Cable	---	3.25	
Per 900 Pair, Material, Per Splice	---	277.59	
Per 900 Pair, Per Cable	---	2.95	
Per 600 Pair, Material, Per Splice	---	184.72	
Per 600 Pair, Per Cable	---	2.10	
Per 100 Pair, Material, Per Splice	---	37.96	
Per 100 Pair, Per Cable	---	0.48	
Per 48 Pair, Material, Per Splice	---	7.15	
Per 48 Pair, Per Cable	---	0.88	
Per 96 Pair, Material, Per Splice	---	20.36	
Per 96 Pair, Per Cable	---	0.88	
<u>VV. Adjacent Cable Rack Space</u>			
Metallic DS0, Per Linear Foot	---	0.0121	
Metallic DS1, Per Linear Foot	---	0.0074	
Fiber, Per Innerduct Foot	---	0.0167	
Coaxial, Per Linear Foot	---	0.0024	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
WW. <u>Collocation Space Report-Per Wire</u>			
Center or Access Tandem Requested	\$1,217.52	---	
XX. <u>Labor Rates, Per Technician</u>			
Basic Business Day 1 st Half Hour	42.83	---	
Each Additional Half Hour	21.41	---	
Overtime Non-Business Day 1 st Half Hour	100.00	---	
Each Additional Half Hour	75.00	---	
Premium Non-Business Day 1 st Half Hour	150.00	---	
Each Additional Half Hour	125.00	---	
YY. <u>Electrical, per unit</u>			
Lighting	979.02	---	
Outlet	887.76	---	
Floor Ground Bar	667.33	---	
ZZ. <u>Site Modifications, Per Request</u>			
Demolition and Site Work	354.51	---	
Dustin Partition	2,158.40	---	
Minor HVAC	1,697.28	---	
AAA. <u>Cage Grounding Bar, Per Bar</u>			
	1,366.11	---	
BBB. <u>Card Reader and Controller, Per Request</u>			
	---	\$34.89	
CCC. <u>Facility Pull (Microwave Only), Per Linear Foot</u>			
	1.04	---	
DDD. <u>Microwave Rooftop Space</u>			
Per Square Foot, Per Month	---	2.84	
EEE. <u>Building Penetration for Microwave Cable, Per Occurrence</u>			
	ICB		
FFF. <u>Special Work for Microwave, Per Occurrence</u>			
	ICB		
GGG. <u>Virtual Equipment Installation</u>			
Per Quarter Rack	3,474.25	---	
HHH. <u>Virtual Software Upgrade,</u>			
Per Base Unit	96.08	---	

XV. RATES AND CHARGES (Continued)

	<u>NRC</u>	<u>Monthly Charge</u>	
III. <u>Virtual Card Installation</u>			
Per Card	\$223.73	---	
JJJ. <u>Virtual Equipment Maintenance</u>			
Per Quarter Rack	---	\$76.10	
KKK. <u>Dedicated Transit Service (DTS)-DS0</u>			
Service Connection, CO Wiring, per circuit	10.27	---	
Service Connection, Provisioning, per order	54.34	---	
Service Connection, Disconnect, CO Wiring, per circuit	5.54	---	
Service Connection, Disconnect, Provisioning, per order	44.75	---	
LLL. <u>Dedicated Transit Service (DTS)-DS1/DS3</u>			
Service Connection, CO Wiring DS1, per circuit	21.71	---	
Service Connection, CO Wiring DS3, per circuit	62.89	---	
Service Connection, Provisioning, per order	70.48	---	
Service Connection, Disconnect, CO Wiring, per circuit	5.54	---	
Service Connection, Disconnect, Provisioning, per order	44.75	---	
MMM. <u>Dedicated Transit Service (DTS)-Dark Fiber</u>			
Service Connection, CO Wiring, per circuit	62.89	---	
Service Connection, Provisioning, per order	11.29	---	
Service Connection, Disconnect, CO Wiring, per circuit	5.54	---	
Service Connection, Disconnect, Provisioning, per order	11.29	---	
NNN. <u>Dedicated Transit Service (DTS)-DS0</u>			
Service Order, Semi-Mechanized, per order	10.98	---	
Service Order, Manual, per order	28.72	---	
Service Order, Disconnect, Semi-Mechanized, per order	7.77	---	
Service Order, Disconnect, Manual, per order	23.90	---	
OOO. <u>Dedicated Transit Service (DTS)-DS1/DS3</u>			
Service Order, Semi-Mechanized, per order	10.98	---	
Service Order, Manual, per order	28.72	---	
Service Order, Disconnect, Semi-Mechanized, per order	8.17	---	
Service Order, Disconnect, Manual, per order	24.30	---	
PPP. <u>Dedicated Transit Service (DTS)-Dark Fiber</u>			
Service Order, Semi-Mechanized, per order	16.65	---	
Service Order, Manual, per order	18.26	---	
Service Order, Disconnect, Semi-Mechanized, per order	7.61	---	
Service Order, Disconnect, Manual, per order	7.61	---	

XVI. VIRTUAL COLLOCATION

<p>A. <u>Description</u></p> <p>Under virtual collocation, the Company installs and maintains CLP provided equipment, which is dedicated to the exclusive use of the CLP in a collocation arrangement. A CLP provides fiber-optic facilities through Company entrance manholes for connection to the CLP virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.</p>	
<p>The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLP's location, the fiber optic cable remains the CLP's responsibility, with the CLP performing all servicing and maintaining full ownership. If the CLP is purchasing Company provided unbundled interoffice facilities as transport, the CLP entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.</p>	
<p>Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.</p>	
<p>If the CLP requests virtual collocation of equipment other than the standard virtual arrangement, the CLP and Company will mutually agree upon the type of equipment to be virtually collocated.</p>	
<p>B. <u>Implementation Intervals and Planning</u></p> <p>The Company and the CLP shall work cooperatively to jointly plan the implementation milestones. The Company and the CLP shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLP-provided transmission equipment and for training.</p>	
<p>The Company will notify the CLP of issues or unanticipated delays, as they become known. The Company and the CLP shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.</p>	
<p>The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six (6) months prior to the application dates subject to the Service Catalog provisions governing forecasting and capacity. The CLP shall deliver the virtual collocation equipment to the Company premises by business day forty (40). The Company and the CLP shall work cooperatively to schedule each site on a priority-based order. The Company and the CLP shall mutually agree upon intervals for non-standard arrangements.</p>	
<p>C. <u>Transmission Failure</u></p> <p>In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.</p>	

XVI. VIRTUAL COLLOCATION (Continued)

<p>D. <u>Accommodations</u></p> <p>Upon receipt of a completed application and associated Virtual Engineering fee, the Company will conduct an application review, engineering review and site survey at the requested premises. The Company will notify the CLP within eight business days of the results of this review and site survey.</p>	
<p>The dedicated terminal equipment inside the Company's premises shall be provided by the CLP and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLP will remove the equipment. The CLP will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.</p>	
<p>Where the Company uses approved contractors for installation, maintenance or repair of virtual collocation arrangements, the CLP may hire the same approved contractors directly for installation, maintenance or repair of CLP designated equipment.</p>	
<p>Where the Company does not use contractors, CLP designated equipment and CLP provided facilities used in the provision of virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLP designated equipment under the same timeframe and standards as its own equipment.</p>	
<p>CLP personnel are not allowed on the Company premises to maintain and repair on virtual collocation equipment.</p>	
<p>The Company shall monitor local premises and environmental alarms to support the equipment. The Company will notify the CLP if a local office alarm detects an equipment affecting condition.</p>	
<p>The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.</p>	
<p>No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to XVI.K. following).</p>	
<p>E. <u>Spare Plug-ins and Cards</u></p> <p>When a plug-in/card is determined by the Company to be defective, the Company will label the plug-in as defective and place it in the CLP-provided spare plug-in/card storage cabinet. The CLP will be notified as the plug-in/card is replaced.</p>	
<p>The Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLP's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLP provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLP-provided maintenance spares in the CLP-provided spare plug-in/card cabinet.</p>	

XVI. VIRTUAL COLLOCATION (Continued)

<p>The CLP shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLP shall provide the Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLP, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLP prior to delivery to the Company.</p>	
<p>In addition to maintenance spares, the CLP will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.</p>	
<p>Upon receiving notification from the Company that a plug-in/card has been replaced, the CLP is then responsible to contact the Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.</p>	
<p>Subject to premise space availability, the CLP shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the Company's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.</p>	
<p>The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLP.</p>	
<p>F. <u>Safety and Technical Standards</u></p> <p>The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLP if, in the discretion of the Company, provision of service to the CLP may in any way interfere with or adversely affect the Company's network or its ability to service other CLPs.</p>	
<p>All CLP equipment to be installed in Company premises must fully comply with the GR – 000063 – CORE, GR – 1089 – CORE and the Company's premises environmental and transmission standards in effect at the time of equipment installation. The equipment must also comply with the requirements in NIP 74165, as they relate to fire, safety, health, environmental, and network safeguards.</p>	
<p>It is the CLP's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLP equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.</p>	
<p>CLP equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLP may install equipment that has been deployed by the Company for five years or more with a proven safety record.</p>	

XVI. VIRTUAL COLLOCATION (Continued)

<p>All the CLP's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: a.) The fibers must be single mode; b.) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; c.) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section VII.B.1. – 4.; d.) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section VII.B.5.; e.) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and f.) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.</p>	
<p>G. <u>Control Over Premises Based Equipment</u></p> <p>The Company exercises exclusive physical control over the premises-based transmission equipment that terminates the CLP's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLP.</p>	
<p>H. <u>Removal of Equipment</u></p> <p>The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.</p>	
<p>I. <u>Installation and Trouble Resolution</u></p> <p>The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLP at the number provided and service the equipment as instructed and directed by the CLP.</p>	
<p>J. <u>Placement, Removal and Monitoring of Facilities and Equipment</u></p> <p>From manhole zero (0) toward the CLP's location the fiber optic cable remains the CLP's responsibility, with the CLP performing all servicing and maintaining full ownership. The CLP has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLP will not enter the Company's premises under virtual collocation arrangements.</p>	
<p>Performance and surveillance monitoring and trouble isolation shall be provided by the CLP. A clear distinction must be made by the CLP when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to XVI.K. following).</p>	

XVI. VIRTUAL COLLOCATION (Continued)

<p>When the CLP isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLP shall enter a trouble ticket with the Company. The CLP shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLP's technician/contact.</p>	
<p>Responses to all equipment servicing needs will be at the CLP's direction. Maintenance will not be performed without the CLP's direct instruction and authorization.</p>	
<p>If the CLP is providing its own transport fiber for the virtual collocation arrangement, the CLP will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.</p>	
<p>Maintenance activity(trouble in the equipment) is to be tested, isolated and evaluated by the CLP. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLP.</p>	
<p>The CLP shall provide, own, and operate the terminal equipment at their site outside the Company's premises.</p>	
<p><u>K. Use of Non-Standard Equipment</u></p> <p>When a CLP requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed it in that particular premises to provide service to itself or another CLP, the CLP shall be responsible for training fifty percent (50%), but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLP with adequate manufacturer's training.</p>	
<p>The CLP is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLP. The CLP shall also pay for the Company technicians' time subject to Service Cataloged rates. When travel is required, travel expenses associated with training will be charged to the CLP based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The CLP also has the option of arranging and paying for all travel expenses for Company technicians directly.</p>	
<p>In the event of an equipment upgrade, the CLP must provide secondary training subject to the provisions contained herein.</p>	
<p><u>L. Additions and Rearrangements</u></p> <p>Once the CLP has established a virtual collocation arrangement, changes to the existing configuration (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual collocation arrangement. If the CLP decides to rearrange an existing virtual collocation arrangement, the CLP must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Major Augment fee.</p>	

XVI. VIRTUAL COLLOCATION (Continued)

<p>M. <u>Application of Rates and Charges</u></p> <p>1. <i>Billing</i></p> <p>The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLP to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.</p>	
<p>The Company shall charge the CLP for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company’s planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLP’s fiber in manhole zero, including license fees, shall be the responsibility of the CLP.</p>	
<p>2. <i>Virtual Engineering Fee</i></p> <p>The Company will require a Virtual Engineering/Major Augment fee (NRC) per virtual collocation request, per premises or other Company location where the CLP requests to establish virtual collocation. A Virtual Engineering/Major Augment fee is required to be submitted by the CLP with its application. This fee applies for all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company’s performance of an initial site visit and an engineering evaluation.</p>	
<p>If the CLP cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLP will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.</p>	
<p>3. <i>Other Virtual Collocation Rate Elements</i></p> <p>The application, description, and rates of other virtual collocation rate elements are described in Sections XIV. and XV. preceding.</p>	
<p>N. <u>Conversions</u></p> <p>Requests for converting virtual collocation arrangements to caged or cageless arrangements shall be submitted and designated as an Augment Application described in Section IV.E. preceding. Requests for converting a virtual arrangement to a cageless arrangement that requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for virtual to caged or cageless will be assessed an Engineering/Major Augment Fee and other applicable charges. The Company will notify the CLP within ten (10) business days following receipt of the completed Augment Application if the CLP conversion request is accepted or denied. When converting a virtual arrangement to a caged or cageless arrangement, the CLP’s equipment may need to be relocated. The CLP will be responsible for all costs associated with the relocation of its equipment as described in Section IV.G. preceding.</p>	