

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON NORTHWEST INC.

and

ELECTRIC LIGHTWAVE, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 15th day of November 2002 (the "Effective Date"), by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with its principal place of business at 1800 41st, Everett, WA 98201, and Electric Lightwave, Inc. ("ELI"), a Delaware corporation with its principal place of business at 4400 NE 77th Avenue, Vancouver, WA 98662. (Verizon and ELI may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Oregon (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 11, 2002 (the "Adoption Letter"), ELI adopted in the state of Oregon, the voluntarily negotiated terms of the interconnection agreement between XO Washington Inc. ("XO") and Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon Washington") that was approved by the Washington Utilities & Transportation Commission as an effective agreement in the State of Washington (the "Terms").

WHEREAS, ELI notified Verizon that it desired to amend the Terms as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Collocation Terms. The Parties agree that the Terms shall be amended by the addition of the Collocation Attachment and Pricing Appendix to the Collocation Attachment attached hereto as Appendix A, which terms shall govern the provisions of Collocation services between the parties.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1

of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ELECTRIC LIGHTWAVE, INC.

VERIZON NORTHWEST INC.

By: _____

By: _____

Printed: _____

Jeffrey A. Masoner
Vice President – Interconnection Services Policy &
Planning

Title: _____

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to ELI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating ELI's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to ELI only to the extent required by Applicable Law and may decline to provide Collocation to ELI to the extent that provision of Collocation is not required by Applicable Law.

Because the Commission rejected Verizon's Collocation Tariff Advice Nos. 700 and 709 in Order No. 00-541 on September 12, 2000, Verizon shall provide Collocation according to the following terms and conditions in the State of Oregon on an interim basis only until such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice Nos. 700 and 709 are permitted to go into effect or until such time as Verizon files another Collocation Tariff in Oregon. At such time as the Commission's decision is reversed and Verizon's Collocation Tariff Advice Nos. 700 and 709 are permitted to go into effect or at such time as there is a Verizon Collocation tariff on file with the Commission, and subject to the foregoing, the following terms and conditions will be rendered ineffectual, and Verizon shall provide Collocation to ELI in accordance with the terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such terms and conditions are effective.

Section 1 of this Collocation Attachment ("Attachment"), in conjunction with the rest of this Agreement, set forth the terms and a conditions under which Verizon shall provide collocation services to ELI. Collocation provides for access to Verizon's "Premises", for the purpose of interconnection and/or access to Unbundled Network Elements (UNEs). Verizon's Premises include Verizon's central offices, serving Wire Centers, and all other buildings or similar structures owned, leased, or otherwise controlled by Verizon that house Verizon's network facilities. Collocation at Verizon's Wire Centers and access tandems shall be accomplished through caged, cageless, virtual or microwave service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, Verizon shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility. As required by Applicable Law, Verizon shall also offer rates, terms and conditions for collocation services that are not expressly addressed in this Attachment or other Verizon tariffs on an individual case basis, and in doing so, shall comply with all applicable federal or state requirements.

1.1 Types of Collocation.

1.1.1 Single Caged. A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within Verizon Premises.

1.1.2 Shared Caged. A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Verizon Premise. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. The HC and GC(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. Verizon will not issue separate billing for any

of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but Verizon will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the HC and/or GC(s) for unbundled network elements ordered. The HC and GC(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC 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 Attachment will apply to shared caged collocation requirements.

- 1.1.3 Subleased Caged. Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in Verizon Premises via the subleasing collocation arrangement. The CLEC subleases the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC and third party(s) must each be interconnected to Verizon for the exchange of traffic with Verizon and/or to access unbundled network elements. The CLEC is solely responsible for determining whether to sublease a shared caged collocation arrangement and if so, upon what terms and conditions. Verizon will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). Each CLEC and third party will be responsible for ordering their own unbundled network elements from Verizon. Verizon will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party(s) are Verizon's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment will apply to subleased caged collocation requirements.
- 1.1.4 Cageless. Cageless collocation is a form of collocation in which CLECs can place their equipment in Verizon Premises. A cageless collocation arrangement allows a CLEC, using Verizon approved vendors, to install equipment in single bay increments in an area designated by Verizon. The equipment location will be designated by Verizon and will vary based on individual Verizon Premise configurations. CLEC equipment will not share the same equipment bays with Verizon equipment.
- 1.1.5 Adjacent. An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Verizon property for collocation for the purposes of interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in Verizon's Premise for caged and cageless collocation; and (2) it is technically feasible to construct or procure a hut or similar structure on Verizon property that adheres to local building code, zoning requirements, and Verizon building standards. ELI is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. ELI may not take any action in establishing an adjacent structure that will force

Verizon to violate any zoning requirements or any federal, state, or local regulations, ordinances, or laws.

Any construction by ELI on Verizon property must comply with Verizon's technical specifications as they relate to environmental safety and grounding requirements. Verizon will make available power and physical collocation services to ELI in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

1.1.6 Virtual. Under virtual collocation, Verizon installs and maintains ELI provided equipment which is dedicated to the exclusive use of the ELI in a collocation arrangement. Additional details on Virtual Collocation are set forth in Section 1.9.

1.1.7 Microwave. 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 ELI or Verizon provided facilities, equipment and support structures located in, on or above the exterior walls and roof of Verizon premises. Additional details on Microwave Collocation are set forth in Section 1.10.

1.2 Ordering.

1.2.1 Application.

1.2.1.1 Point of Contact. Verizon will establish points of contact for ELI to contact to place a request for collocation. The point of contact will provide ELI with general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.

1.2.1.2 Application Form/Fee. ELI requesting collocation at a Verizon Premise will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix A, described in Section 1.5.1, for each Verizon Premise at which collocation is requested. The application form will require ELI to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. ELI will provide Verizon with specifications for any non-standard or special requirements at the time of application. Verizon reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements. Any such charges shall be noticed to ELI.

Verizon will process collocation requests from CLECs on a first-come, first-serve basis pursuant to Verizon's receipt of a completed application form and the non-refundable engineering fee.

1.2.1.3 Notification of Acceptance/Rejection. Verizon will notify ELI in writing within eight (8) Business Days following receipt of the completed application if ELI's requirements cannot be accommodated as specified. If the application is deficient, Verizon will specify in writing, within eight (8) Business Days, the information that must be provided by ELI in order to complete the application. If ELI resubmits a revised application curing any deficiencies in their original application within ten (10) calendar days after being informed of them, ELI shall retain its position within the collocation application queue.

1.2.2 Space Availability. Verizon will notify ELI, in writing, within eight (8) Business Days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected Verizon Premise. The response will be one of the following:

1.2.2.1 There is space and Verizon will proceed with the arrangement.

1.2.2.2 There is no space. Verizon will proceed as described in Section 1.4.1.

1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify ELI within twenty (20) Business Days. At the end of this period, Verizon will proceed as described in 1.2.2.1 or 1.2.2.2 above.

1.2.3 Price Quote. Verizon shall provide ELI with a price quote for collocation services required to accommodate ELI's request within eight (8) Business Days of ELI's application date, provided that no ICB rates are required in the quote. ELI shall have five (5) Business Days from receipt of the quote to inform Verizon, in writing, of its intent to proceed with their collocation request and pay fifty percent (50%) of the applicable Non-Recurring Charges (NRCs), set forth in Appendix A as described in Section 1.5.1, associated with the ordered collocation services. The remaining 50% will be billed by Verizon upon completion of the collocation request.

1.2.4 [Intentionally Left Blank].

1.2.5 Augmentation. All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to ELI is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

1.2.5.1 Major Augments of collocation arrangements are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the floor space over what ELI requested in its original application. A complete application and Engineering Fee will be required when submitting a request that requires a Major Augment.

1.2.5.2 Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase floor space, over what ELI requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for additional DSO, DS1, and DS3 facility terminations to access Verizon's unbundled network elements are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require Verizon to perform a service or function on behalf of ELI 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.

Minor Augments that do not require a fee are those augments performed solely by ELI, that do not require Verizon to provide a service or function on behalf of ELI, including but not limited to, requests to install additional equipment in ELI collocation space. Prior to the installation of the additional equipment, ELI agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in ELI's collocation arrangement. Once the equipment list is submitted to Verizon, ELI may proceed with the augment. ELI agrees that changes in equipment provided by ELI under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Verizon inspection, in accordance with term of this contract for the purpose of ensuring compliance with Verizon safety standards.

1.2.6 Expansion. Verizon will not be required to construct additional space to provide for ELI collocation when available space has been exhausted. Where ELI seeks to expand its existing collocation space, Verizon shall make contiguous space available to the extent possible; provided, however, Verizon does not guarantee contiguous space to ELI to expand its existing collocation space. ELI requests for expansion of existing space within a specific Verizon Premise will require the submission of an application form and the appropriate Major Augment fee.

1.2.7 Relocation. ELI requests for relocation of the termination equipment from one location to a different location within the same Verizon Premise will be handled on an ICB basis. ELI will be responsible for all costs associated with the relocation of its equipment.

1.3 Installation and Operation.

1.3.1 Joint Planning and Implementation Levels. Where conditioned space is readily available, the implementation interval for Caged and Cageless collocation requests is seventy-six (76) Business Days for all standard requests which were properly forecast six (6) months prior to the application date, subject to the conditions set forth. Should unique circumstances arise such as major construction obstacles or special ELI requirements, upon notification to ELI, a time extension of no greater than fifteen (15) Business Days will apply. Intervals for non-standard arrangements, including, but not limited to, Adjacent collocation shall be mutually agreed upon by ELI and Verizon.

1.3.1.1 The following standard implementation milestones, in Business Days, will apply unless ELI and Verizon jointly decide otherwise:

1.3.1.1.1 Day 1: ELI submits completed application and associated Engineering/Major Augment Fee.

1.3.1.1.2 Day 9: Verizon notifies ELI that request can be accommodated.

1.3.1.1.3 Day 14: ELI notifies Verizon of its intent to proceed and submits 50% payment as set forth in Section 1.2.3.

1.3.1.1.4 Day 76: Verizon and ELI attend a Joint Inspection meeting and Verizon turns over the collocation space to the ELI.

Verizon and ELI shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. Verizon will

schedule a meeting with ELI to determine engineering and network requirements. A preliminary schedule will be developed outlining major milestones. ELI and Verizon 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 ELI misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact ELI to attempt to negotiate a new interval. Verizon and ELI 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. Verizon will permit ELI to schedule one escorted visit to ELI's collocation space during construction. The applicable labor rates in Appendix A will be applied for the escorted visit.

1.3.1.2 Prior to ELI beginning the installation of its equipment, ELI must sign Verizon work completion notice, indicating acceptance of the collocation space. ELI may not install any equipment or facilities in the collocation space until the receipt by Verizon of the work completion notice. Prior to ELI beginning the installation of equipment in a cage, bay or cabinet, ELI and Verizon must conduct a joint inspection of the designated collocation space. Verizon shall notify ELI of the date the collocation arrangement is ready for the joint inspection. ELI has ten (10) Business Days to meet Verizon at the site of the collocation arrangement. Upon acceptance of the arrangement by ELI, billing will be initiated, access cards will be issued and ELI may begin installation of equipment. If ELI does not attend the joint inspection within the specified ten (10) Business Days, Verizon will initiate billing for all monthly and nonrecurring charges.

1.3.1.3 Unconditioned space conversion timeframes fall outside the normal intervals and are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). Verizon will use its best efforts to minimize the additional time required to condition collocation space, and will inform ELI of the time estimates as soon as possible.

1.3.2 Forecasting and Use of Data.

1.3.2.1 Verizon will request Caged and Cageless forecasts from ELI on a semi-annual basis, with each forecast covering a two-year period. ELI will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Caged or Cageless collocation, and square footage required.

1.3.2.2 Unforecasted demand will be given a lesser priority than forecasted demand. Verizon will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond Verizon's capacity limits, Verizon will negotiate longer intervals as required (and within reason). 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:

1.3.2.2.1 No forecast: Interval Start Date commences two (2) months after application date.

1.3.2.2.2 Forecast received one month prior to application date: Interval Start Date commences two (2) months after application date.

1.3.2.2.3 Forecast received two (2) months prior to application date: Interval Start Date commences one month after application date.

Any such interval adjustments will be discussed with ELI at the time the application is received.

1.3.3 Collocation Capacity.

1.3.3.1 Verizon's estimate of its present capacity (i.e., no more than an increase of 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, Verizon will attempt to smooth the demand via negotiations with the forecasting CLECs. If Verizon and ELI fail to agree to smooth demand, Verizon 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.

1.3.3.2 If Verizon augments its workforce based on forecasts, Verizon reserves the right to hold CLECs accountable for the accuracy of their forecasts.

1.3.4 Vendor Capacity. Verizon 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, Verizon will share ELI actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards. Verizon will seek assistance from the CLECs to resolve vendor inability to meet demands.

1.3.5 Responsibility for Vendor Delays. No party shall be excused from their obligations due to the acts or omissions of a Party's subcontractors, material, men, 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.

1.3.6 Space Preparation.

1.3.6.1 Cage Construction. For caged collocation, ELI may construct the cage with a standard enclosure if they are a Verizon approved contractor or ELI may subcontract this work to a Verizon approved contractor.

1.3.6.2 Site Selection/Power. Verizon shall designate the space within its Premise where ELI shall collocate its equipment. Verizon will assign collocation space to ELI in a just, reasonable, and nondiscriminatory manner. Verizon will allow ELI requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to ELI. Verizon will assign caged and cageless space in accordance with the following standards: (1) ELI's collocation costs cannot be materially increased by the assignment; (2) ELI's occupation and use of Verizon'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 ELI 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 Verizon's premises.

Verizon may assign caged and cageless collocation to space separate from space housing Verizon's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to Verizon'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 Verizon is separated from space housing Verizon'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 ELI 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.

Where applicable, Verizon shall provide, at the rates set forth in Appendix A described in Section 1.5.1, 48V DC power with generator and/or battery back-up, heat, air conditioning and other environmental support to ELI's equipment in the same standards and parameters required for Verizon equipment within that Verizon Premise. ELI may install AC convenience outlets and overhead lighting if ELI is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

- 1.3.6.3 DC Power. Verizon will provide DC power to the collocation arrangement as specified by ELI in its Collocation application. The ELI will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if ELI orders a total of 40 load amps of DC power and an A and B feed, ELI could order 20 load amps on the A feed and 20 load amps on the B feed. Verizon will permit ELI to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, ELI could order that each feed be fused at 50 amps if ELI wants one feed to carry the entire load in the event the other feed fails. Accordingly, ELI will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

- 1.3.6.4 ELI 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. Verizon will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by ELI in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

- 1.3.6.5 Verizon 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, Verizon may measure the DC power drawn at an arrangement by monitoring the power distribution point. In those instances where Verizon needs access to the Collocation arrangement to make these measurements, Verizon will schedule a joint meeting with ELI.

- 1.3.6.6 If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- 1.3.6.7 If the inspection reveals that the power being drawn is greater than 100% and up to 110% of the total number of load amps ordered, Verizon will provide ELI with written notification by certified U.S. Mail to the person designated by ELI to receive such notice that more power is being drawn than was ordered. Within five (5) Business Days of the date of notification, ELI must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Failure to reduce the power being drawn or submit a revised application within the five (5) Business Days will result in an increase in the amount of power being billed to 110% of the power ordered in the application on file.
- 1.3.6.8 If the inspection reveals that the power being drawn is greater than 110% of the total number of load amps ordered, that arrangement is subject to the following treatment:
 - 1.3.6.8.1 Verizon will provide ELI with written notification by certified U.S. Mail to the person designated by ELI to receive such notice that it has exceeded its ordered power.
 - 1.3.6.8.2 Additional Labor charges, as set forth in Appendix A, apply for the cost associated with performing this inspection.
 - 1.3.6.8.3 Verizon will bill ELI for the full fused capacity for each of the next six (6) bill periods following the inspection.
 - 1.3.6.8.4 After six (6) months of full fused capacity billing, and upon receipt of an application to revise the power required at that arrangement, Verizon will adjust the billing to reflect ELI's revised power requirement. In the event that a revised application is not submitted, billing at full fused capacity will continue until a revised application is received.
 - 1.3.6.8.5 Within fifteen (15) Business Days of the date of notification, ELI must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. Failure to submit this non-scheduled attestation will result in the application of Additional Labor charges set forth in Appendix A for any subsequent DC power inspections Verizon performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in Section 1.3.6.9 following.
- 1.3.6.9 Annually, ELI must submit a written statement signed by a responsible officer of ELI, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by Verizon no later than the last day of June, shall individually list all of ELI's completed Collocation arrangements

provided by Verizon in all of its operating territories. If ELI fails to submit this written statement by the last day in June, Verizon will notify ELI in writing that it has thirty (30 days) to submit its power attestation. Failure to submit the required statement within the 30 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.

- 1.3.6.10 Whenever Verizon is required to perform work on an Collocation arrangement as a result of ELI's order for a reduction in power requirements (e.g., change in fuse size), Verizon 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 Appendix A.
- 1.3.6.11 If ELI orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, Verizon will require an Engineering/Major Augment Fee with an application, as set forth in Appendix A, subject to the terms and conditions described in Section 1.2.5. In addition, if ELI'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 Appendix A applies. Verizon will work cooperatively with ELI to configure the new power distribution cables and disconnect the old ones.

1.3.7 Equipment and Facilities.

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

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as ELI 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 ELI seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on Verizon's property.

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

ELI may place in its caged collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet Verizon Premise environmental standards.

- 1.3.7.3 Specifications. ELI equipment must fully comply with Bellcore Network Equipment Building Systems (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE) and the Network Equipment Installation Standards Information Publication (IP-72201), Workmanship Requirement Profile and Verizon's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Verizon's services or facilities.

ELI equipment must conform to the same specific risk/safety/hazard standards which Verizon imposes on its own central office equipment as defined in Verizon's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. ELI equipment is not required to meet the same performance and reliability standards as Verizon imposes on its own equipment as defined in Verizon's RNSA-NEB-95-0003, Revision 10 or higher.

In addition, ELI may install equipment that has been deployed by Verizon for five (5) years or more with a proven safety record.

Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). Verizon will provide 90 days' notice of the change unless it is due to an emergency that renders notice impossible.

- 1.3.7.4 Cable. ELI is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. Verizon cable standards are required to reduce the possibility of interference. ELI is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing ELI's fire retardant riser cable from the cable vault to the collocation space. Verizon is responsible for installing ELI provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct. If ELI provides its

own fiber optic facility, then ELI shall be responsible for bringing its fiber optic cable to the Verizon Premise manhole. ELI must leave sufficient cable length for Verizon to be able to fully extend such cable through to ELI's collocation space.

- 1.3.7.5 Manhole/Splicing Restrictions. Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. ELI will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon Premise. Where ELI is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the Verizon Premise to ELI's collocation space. Verizon is responsible for installing a cable splice, if necessary, where ELI provided fiber optic cable meets Verizon standards within the Verizon Premise cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 1.3.7.6 Access Points and Restrictions. Points of interconnection and demarcation between ELI's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to ELI's network. Verizon shall have the right to require ELI to terminate collocation facilities onto a Point of Termination (POT) Bay. ELI must tag all entrance facilities to indicate ownership. ELI will not be allowed access to Verizon's DSX line-ups, MDF or any other Verizon facility termination points. Only Verizon employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 1.3.7.7 Staging Area. For caged and cageless collocation arrangements, ELI shall have the right to use a designated staging area, a portion of the Verizon Premise and loading areas, if available, on a temporary basis during ELI's equipment installation work in the collocation space. ELI is responsible for protecting Verizon's equipment Verizon Premise walls and flooring within the staging area and along the staging route. ELI will meet all Verizon fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to Verizon in an acceptable condition upon completion of the installation work. ELI may also utilize a staging trailer, which can be located on the exterior premises of Verizon Premise. Verizon may assess ELI a market value lease rate for the area occupied by the trailer.
- 1.3.7.8 Testing. Upon installation of ELI's equipment, and with prior notice, Verizon will schedule time to work with ELI during the turn-up phase of the equipment to ensure proper functionality between ELI's equipment and the connections to Verizon equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. It is solely the responsibility of ELI to provide their own monitor and test points, if required, for connection directly to its terminal equipment.
- 1.3.7.9 Interconnection Between Collocated Spaces. Dedicated Transit Service (DTS), which allows for interconnection between ELI and another CLEC, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Verizon premises, using Verizon provided

distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Verizon will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by ELI and agreed to by Verizon. Verizon will offer DTS to ELI as long as such access is technically feasible.

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

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

1.3.7.10 Optical Facility Terminations. If ELI requests access to unbundled dark fiber and unbundled optical interoffice facilities, ELI may apply for a fiber optic patchcord connection(s) between Verizon's fiber distribution panel (FDP) and ELI'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.

1.3.8 Access to Collocation Space. Verizon will permit ELI's employees, agents, and contractors approved by Verizon to have direct access to ELI's caged and cageless collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. ELI's employees, agents, or contractors must comply with the policies and practices of Verizon pertaining to fire, safety, and security. Verizon reserves the right, with twenty-four (24) hours prior notice to ELI, to access ELI's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where ELI shares a common entrance to the Verizon Premise with Verizon, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Verizon reserves the right to permanently remove and/or deny access from Verizon premises, any ELI employee, agent, or contractor who violates Verizon's policies, work rules, or business conduct standards, or otherwise poses a security risk to Verizon.

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

identify and clear a trouble report when the trouble has been sectionalized (isolated) to ELI service.

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

1.3.10 Security Requirements.

1.3.10.1 Background Tests; Training. All employees, agents and contractors of ELI must meet certain minimum requirements as established by Verizon. Upon notification of available space, or as soon as reasonably practicable thereafter, ELI must submit to Verizon's Security Department for prior approval a background investigation certification form for all employees, agents and contractors that will require access to Verizon Premises. ELI agrees that its employees/vendors with access to Verizon Premises shall at all times adhere to the rules of conduct established by Verizon for the Verizon Premises and Verizon's personnel and vendors. Verizon reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Verizon's network or facilities or to comply with applicable laws and regulations. Verizon will provide ELI with written notice of such changes. Where applicable, Verizon will provide information to ELI on the specific type of security training required so ELI's employees can complete such training.

1.3.10.2 Security Standards. Verizon will be solely responsible for determining the appropriate level of security in each Verizon Premise. Verizon reserves the right to deny access to Verizon buildings and/or outside Facility structures for any ELI employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of ELI are required to meet the same security requirements and adhere to the same work rules that Verizon's employees and contractors are required to follow. Verizon also reserves the right to deny access to Verizon buildings and/or outside Facility structures for ELI's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. ELI employees, agents or contractors who meet Verizon's established security standards will be provided access to ELI's caged and cageless collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If ELI employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Verizon employee, agent or contractor may accompany and observe ELI employee(s), agent(s) or contractor(s) at no cost to ELI. Verizon may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by Verizon.

Verizon may require ELI employees and contractors to use a central or separate entrance to Verizon's premises, provided, however, that where Verizon requires that ELI employees or contractors access collocated equipment only through a separate entrance, employees and

contractors of Verizon's affiliates and subsidiaries will be subject to the same restriction.

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

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

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

procedures established by Verizon. Such emergency procedures should not directly affect ELI's access to its premises, or ability to provide service. ELI will notify Verizon point of contact of any work stoppages by ELI employees.

1.4 Space Requirements.

- 1.4.1 Space Availability. If Verizon is unable to accommodate caged and cageless collocation requests at a Verizon Premise due to space limitations or other technical reasons, Verizon will post a list of all such sites on its website and will update the list within ten (10) calendar days of the date at which a Verizon Premise runs out of caged and cageless collocation space. This information will be listed at the following public Internet URL: <http://www.gte.com/regulatory>. Where Verizon has denied caged and cageless collocation requests at a Verizon Premise due to space limitations or other technical reasons, Verizon shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Verizon Premise which show what space, if any, Verizon or any of its affiliates has reserved for future use; and describe in detail, the specific future uses for which the space has been reserved and the length of time for each reservation; and (b) allow ELI to tour the entire premises of the Verizon Premise, without charge, within ten (10) calendar days of the tour request.
- 1.4.2 Minimum/Maximum/Additional Space. The standard sizes of caged collocation space will be increments of 100 square feet unless mutually agreed to otherwise by Verizon and ELI. The minimum amount of floor space available to ELI at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific Verizon Premise to ELI will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a Verizon Premise that does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by ELI by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix A described in Section 1.5.1. Verizon will not be required to lease additional space when available space has been exhausted.
- 1.4.3 Use of Space. Verizon and ELI will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, ELI shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Verizon's Premises. ELI shall use the collocation space solely for the purposes of installing, maintaining and operating ELI's equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. ELI shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of Verizon. The collocation space may not be used for administrative purposes and may not be used as ELI's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as ELI's mailing or shipping address.
- 1.4.4 Reservation of Space. Verizon reserves the right to manage its Verizon Premise conduit requirements and to reserve vacant space for planned facility. Verizon will retain and reserve a limited amount of vacant floor space within its Verizon Premises for its own specific future uses on terms no more favorable than

applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a Verizon Premise is reserved for Verizon's own specific future use, the Verizon Premise will be exempt from future caged and cageless collocation requests. ELI shall not be permitted to reserve Verizon Premise cable space or conduit system. If new conduit is required, Verizon will negotiate with ELI to determine an alternative arrangement for the specific location. ELI will be allowed to reserve collocation space for its caged/cageless arrangements based on ELI's documented forecast provided Verizon and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to Verizon seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing ELI equipment.

1.4.5 Collocation Space Report. Upon request by ELI and upon ELI signing a collocation nondisclosure agreement, Verizon will make available a collocation space report with the following information for the Verizon Premise requested:

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

The collocation space report is not required prior to the submission of a collocation application for a specific Verizon Premise in order to determine collocation space availability for the Verizon Premise. The collocation space report will be provided to ELI within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Appendix A will be assessed per request and per Verizon Premise.

1.4.6 Reclamation. When initiating an application form, ELI must have started installing equipment approved for collocation at Verizon Premise within a reasonable period of time, not to exceed sixty (60) calendar days from the date ELI accepts the collocation arrangement. If ELI does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 1.4.4 to the extent applicable, Verizon may reclaim the unused collocation space to accommodate another CLEC's request or Verizon's future space requirements. Verizon shall have the right, for good cause shown, and upon sixty (60) calendar days' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its Customers. In such cases, Verizon will reimburse ELI for reasonable direct costs and expenses in connection with such reclamation. Verizon will make every reasonable effort to find other alternatives before attempting to reclaim any such space. ELI may seek Commission relief from reclamation within ten (10) Business Days of being notified.

1.5 Pricing.

- 1.5.1 Rate Sheet. The rates for Verizon's collocation services provided pursuant to this Agreement are set forth in Appendix A attached hereto only to the extent that there are no corresponding rates in an applicable Collocation tariff on file with the Commission. If there is a Collocation tariff on file with the Commission, the rates in such tariff shall apply and the rates set forth in Appendix A shall not apply.
- 1.5.2 Subsequent to the execution of this Agreement, Verizon also may elect to file a Collocation tariff with provisions addressing any of the rates specified in this Agreement. Any such filing will expressly supercede and replace the corresponding rates set forth in Appendix A and will render such rates specified in Appendix A null and void. Notwithstanding anything in this Agreement to the contrary, the rates identified in this attachment also may be superseded prospectively by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements.
- 1.5.3 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 1.3.1. The balance of the NRCs and all related monthly recurring service charges will be billed to ELI when Verizon provides ELI access to the caged, cageless or adjacent collocation arrangement or completes installation of the virtual collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Liability and Indemnification.

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

- 1.6.1 No liability shall attach to Verizon for damages arising from errors, mistakes, omissions, interruptions, or delays of Verizon, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct. Subject to the preceding and to the provisions following, with respect to any claim or suit, by ELI or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Verizon's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by Verizon for the service for the period during which service was affected.
- 1.6.2 Verizon shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- 1.6.3 Verizon is not liable for damages to ELI premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Verizon's gross negligence or willful misconduct.
- 1.6.4 Verizon shall be indemnified, defended and held harmless by ELI and/or its end user against any claim, loss or damage arising from the use of services offered under this Attachment, involving:
 - 1.6.4.1 All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the

CLEC or its end user in connection with facilities provided by Verizon, ELI, or the end user; or

- 1.6.4.2 Verizon shall not be liable to ELI or its customers in connection with the provision or use of the services provided under this Attachment for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if Verizon has been advised of the possibility of such loss or damage.
- 1.6.5 Verizon does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Verizon shall be indemnified, defended and held harmless by ELI from any and all claims by any person relating to ELI's use of services so provided.
- 1.6.6 No license under patents (other than the limited license to use) is granted by Verizon or shall be implied or arise by estoppel, with respect to any service offered under this Attachment.
- 1.6.7 Verizon's failure to provide or maintain services under this Attachment shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Verizon, acts of God and other circumstances beyond Verizon's reasonable control.
- 1.6.8 Verizon shall not be liable for any act or omission of any other entity furnishing to ELI facilities, equipment, or services used in conjunction with the services provided under this Attachment. Nor shall Verizon be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of ELI or ELI end user, or due to the failure of equipment, facilities, or services provided by ELI or its end user.
- 1.6.9 Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- 1.6.10 ELI shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by ELI 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 ELI's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of Verizon's central office(s), or by any act or omission of Verizon, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of Verizon. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.

Verizon shall indemnify, defend and save harmless ELI from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by Verizon or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for

employees' disability and death benefits, which may arise out of or be caused by Verizon's provision of service within or on the exterior of the central office of by an act or omission of ELI, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of ELI.

- 1.6.11 ELI shall indemnify, defend and save harmless Verizon from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by ELI, and/or acts by ELI, its employees, agents or contractors.
- 1.6.12 ELI shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to ELI installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- 1.6.13 ELI 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. ELI shall indemnify, defend, and hold harmless Verizon, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by ELI, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the Agreement for at least 18 months from the date of the termination.
- 1.6.14 Verizon represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. Verizon shall indemnify, defend, and hold harmless ELI, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by Verizon, its directors, officers and employees, servants, agents, affiliates and parent.
- 1.6.15 Verizon and ELI shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

1.7 Casualty.

If the collocation equipment location in Verizon's Premise is rendered wholly unusable through no fault of ELI, or if the Verizon Premises shall be so damaged that Verizon shall decide to demolish it, rebuild it, or abandon (whether or not the demised Verizon Premises are damaged in whole or in part), then, in any of such events, Verizon may elect to terminate the collocation arrangements in the damaged building or outside Facility structure by providing written notification to ELI 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, which shall 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 shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. ELI shall forthwith quit, surrender and vacate the Verizon Premises without prejudice. Unless Verizon shall serve a termination notice as provided for herein, Verizon shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Verizon's reasonable control. After any such casualty, ELI shall cooperate with Verizon's restoration by removing from the collocation space, as promptly as reasonably possible, all of ELI's salvageable inventory and movable equipment, furniture and other property. Verizon will work cooperatively with ELI to minimize any disruption to service, resulting from any damage. Verizon shall provide written notification to ELI detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, Verizon's rights and remedies against ELI in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by ELI which were because any period after such date shall be returned to ELI.

1.8 Termination of Service.

1.8.1 Grounds for Termination. Verizon's obligation to provide collocation is contingent upon ELI's compliance with the terms and conditions of this Attachment and other applicable requirements of this Agreement, including, without limitation, Verizon's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of ELI to make payments when due may result in termination of service. Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses Verizon's network facilities. At least one hundred eighty (180) days written notice will be given to ELI of events which may lead to the automatic termination of any such arrangement pursuant to this Attachment, except when extraordinary circumstances require a shorter interval. In such cases, Verizon will provide notice to ELI as soon as practicable. Verizon will work with ELI to identify alternate collocation arrangements. Verizon will work cooperatively with ELI to minimize any potential for service interruption resulting from such actions.

In addition to the other grounds for termination of collocation services set forth herein, Verizon also reserves the right to terminate such services upon thirty (30) calendar days notice in the event ELI: (a) is not in conformance with Verizon standards and requirements; and/or (b) imposes continued disruption and threat of harm to Verizon employees and/or network, or Verizon's ability to provide service to other CLECs.

1.8.2 Effects of Termination. ELI must provide a minimum of thirty (30) calendar days written notice if ELI 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 ELI's equipment is removed and the collocation space is restored to its original condition at space turnover, whichever is longer. Upon the termination of collocation service, ELI shall disconnect and remove its equipment from the designated collocation space. Verizon reserves the right to remove ELI's equipment if ELI fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. ELI will be charged the appropriate additional labor charge in Appendix A for the removal of such equipment. Upon removal by ELI of all its equipment from the collocation space, ELI will reimburse Verizon 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 Appendix A.

1.8.3 Cancellations and Acceptance Delays. If ELI elects to cancel a request for collocation when construction is in progress and prior to acceptance of the

collocation space, ELI must do so in writing. Engineering/Major Augment fees submitted with the application will not be refunded. No monthly recurring charges will be billed to ELI. If ELI elects to not accept a completed collocation arrangement, ELI must provide written notice within 30 calendar days of the scheduled completion date to avoid incurring any monthly recurring charges. Engineering/Major Augment fees submitted with the application will not be refunded.

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

1.9 Virtual Collocation.

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

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

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

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

If ELI requests virtual collocation of equipment other than the standard virtual arrangement, ELI and Verizon will mutually agree upon the type of equipment to be virtually collocated.

- 1.9.2 Implementation Intervals and Planning. Verizon and ELI shall work cooperatively to jointly plan the implementation milestones. Verizon and ELI 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 ELI-provided transmission equipment and for training.

Verizon will notify ELI of issues or unanticipated delays, as they become known. Verizon and ELI shall conduct additional joint planning meetings, as reasonably

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

The implementation interval is 105 Business Days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the provisions in this Attachment governing forecasting and capacity. Verizon and ELI shall work cooperatively to schedule each site on a priority-based order. Verizon and ELI shall mutually agree upon intervals for non-standard arrangements.

1.9.3 Transmission Failure. 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.

1.9.4 Accommodations. Upon receipt of a completed application and associated Virtual Engineering fee, Verizon will conduct an application review, engineering review and site survey at the requested premises. Verizon will notify ELI within ten Business Days of the results of this review and site survey.

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

Where Verizon uses approved contractors for installation, maintenance or repair of Virtual collocation arrangements, ELI may hire the same approved contractors directly for installation, maintenance or repair of ELI designated equipment.

Where Verizon does not use contractors, ELI designated equipment and ELI provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by Verizon. Verizon will maintain and repair ELI designated equipment under the same timeframe and standards as its own equipment.

ELI personnel are not allowed on Verizon premises to maintain and repair on Virtual collocation equipment.

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

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

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

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

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

ELI shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, ELI shall provide Verizon with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by Verizon and ELI, 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 ELI prior to delivery to Verizon.

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

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

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

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

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

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

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

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

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

- 1.9.7 Control Over Premises-Based Equipment. Verizon exercises exclusive physical control over the premises-based transmission equipment that terminates ELI's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by Verizon under the direction of ELI.
- 1.9.8 Removal of Equipment. Verizon reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.
- 1.9.9 Installation and Trouble Resolution. Verizon will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact ELI at the number provided and service the equipment as instructed and directed by ELI.
- 1.9.10 Placement, Removal and Monitoring of Facilities and Equipment. From manhole zero toward ELI's location the fiber optic cable remains ELI's responsibility, with ELI performing all servicing and maintaining full ownership.

ELI has the responsibility to remotely monitor and control their circuits terminating in Verizon's premises, however, ELI will not enter Verizon's premises under virtual collocation arrangements.

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

When ELI isolates a trouble and determines that a Verizon technician should be dispatched to the equipment location for a servicing procedure, ELI shall enter a trouble ticket with Verizon. ELI 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 ELI's technician/contact.

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

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

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

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

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

ELI is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Verizon technicians) to have Verizon technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to ELI. ELI shall also pay for Verizon technicians' time subject to rates contained in Appendix A. When travel is required, travel expenses associated with training will be charged to ELI 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. ELI also has the option of arranging and paying for all travel expenses for Verizon technicians directly.

In the event of an equipment upgrade, ELI must provide secondary training subject to the provisions contained herein.

- 1.9.12 Additions and Rearrangements. Once ELI 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 ELI decides to rearrange an existing virtual collocation arrangement, ELI must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Major Augment fee.

- 1.9.13 Application of Rates and Charges.

Billing. Verizon will apply charges (e.g., 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 ELI to utilize the completed virtual collocation arrangement will not impair the right of Verizon to commence billing.

Verizon shall charge ELI for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, Verizon's planning, engineering and installation time and costs incurred by Verizon for inventory services. Any and all expenses associated with placing ELI's fiber in manhole zero, including license fees, shall be the responsibility of ELI.

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

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

Other Virtual Collocation Rate Elements. The application, description, and rates of collocation rate elements that are also applicable for Virtual Collocation are described in Appendix A.

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

1.10 Microwave Collocation.

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

- 1.10.1 Accommodations. Verizon will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual collocation arrangement and to access Verizon's interconnection point. Waveguide may not be placed in Verizon cable risers or racks. Verizon reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

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

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

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

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

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

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

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

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

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

days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

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

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

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

ELI facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

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

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

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

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

- 1.10.4 Placement and Removal of Facilities and Equipment. Prior to installation of ELI's facilities or transmission equipment for microwave interconnection, ELI must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular

microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

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

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

ELI will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

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

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

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

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

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

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

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

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

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

PRICING APPENDIX TO THE COLLOCATION ATTACHMENT

OREGON COLLOCATION RATES

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42
Access Card Administration (New/Replacement)	per card	NRC	21.01
Cage Grounding Bar	per bar	NRC	1,423.10
DC Power	per 40 amps	NRC	
	per amp	NRC	68.15
	per project	NRC	2,371.98
Overhead Superstructure			
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Fiber Cable Splice			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
BITS Timing	per project	NRC	288.07
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area			
DC Power	per 40 amps	MRC	2.31
	per amp	MRC	9.68
Building Modification	per request	MRC	119.66
Environmental Conditioning	per 40 amps	MRC	
	per amp	MRC	1.55
Facility Termination			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	0.34
Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
Manhole Space - Fiber	per project	MRC	2.92
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Cable - 48 Fiber			
Material	per splice	MRC	5.58
Space Utilization in Vault	per subduct	MRC	0.62
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Engineering Costs

Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42

Access Card Administration (New/Replacement)

	per card	NRC	21.01
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DC Power

	per 40 amps	NRC	
	per amp	NRC	68.15

Overhead Superstructure

	per project	NRC	2,371.98
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Facility Cable or Fiber Optic Patchcord Pull/Termination

Engineering	per project	NRC	75.43
Facility Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12

Fiber Cable Pull

Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61

Fiber Cable Splice

Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80

BITS Timing

	per project	NRC	288.07
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Monthly Recurring Prices

Relay Rack Floor Space

	per lin ft	MRC	9.83
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DC Power

	per 40 amps	MRC	
	per amp	MRC	9.68

Building Modification

	per request	MRC	119.66
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Environmental Conditioning

	per 40 amps	MRC	
	per amp	MRC	1.55

Facility Termination

DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88

Cable Rack Space - Metallic

	per cable run	MRC	0.34
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Cable Rack Space - Fiber

	per innerduct ft	MRC	0.01
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Fiber Optic Patchcord Duct Space

	per cable run	MRC	0.50
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Manhole Space - Fiber

	per project	MRC	2.92
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Subduct Space - Fiber

	per lin ft	MRC	0.02
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Cable Vault Splice

Fiber Cable - 48 Fiber

Material	per splice	MRC	5.58
Space Utilization in Vault	per subduct	MRC	0.62

CAGELESS COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
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Non-Recurring Prices

Engineering Fee	per occurrence	NRC	\$958.00
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	1 lin ft	NRC	1.63
Pull Cable	1 lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Metallic Cable Pull			
Engineering	per project	NRC	606.30
Pull Cable	1 lin ft	NRC	0.94
Cable Fire Retardant	per occurrence	NRC	41.61
Cable Splice			
Engineering	per project	NRC	30.32
Metallic Cable Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	0.63
Metallic Cable Splicing (200 pair or less)	per DSO/DS1 pair	NRC	2.14
Fiber Cable Splicing (48 fiber cable or less)	per fiber	NRC	56.80
Fiber Cable Splicing (greater than 48 fiber)	per fiber	NRC	50.46
Facility Pull			
Engineering	per project	NRC	75.43
Facility Pull	1 lin ft	NRC	1.04
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	4.16
Unconnectorized	per 100 pr	NRC	41.61
DS1 Cable			
Connectorized	per 28 pr	NRC	1.04
Unconnectorized	per 28 pr	NRC	31.21
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	1.04
Unconnectorized	per DS3	NRC	10.40
Fiber	per fiber term	NRC	56.80
BITS Timing	per project	NRC	288.07

Monthly Recurring Prices

Cable Space			
Subduct Space			
Manhole	per project	MRC	2.92
Subduct	1 lin ft	MRC	0.02
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per conduit	MRC	5.35
Conduit	1 lin ft	MRC	0.03
Facility Termination			
DSO	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial	MRC	6.59

Cable Vault Space

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Metallic DS0 Cable - 1200 Pair			
Material	per splice	MRC	217.54
Space Utilization	per cable	MRC	2.42
Metallic DS0 Cable - 900 Pair			
Material	per splice	MRC	158.43
Space Utilization	per cable	MRC	1.87
Metallic DS0 Cable - 600 Pair			
Material	per splice	MRC	104.90
Space Utilization	per cable	MRC	1.33
Metallic DS0 Cable - 100 Pair			
Material	per splice	MRC	40.00
Space Utilization	per cable	MRC	1.00
Fiber Cable - 48 fiber			
Material	per splice	MRC	5.58
Space Utilization	per subduct	MRC	0.62
Fiber Cable - 96 fiber			
Material	per splice	MRC	15.94
Space Utilization	per subduct	MRC	0.62
Cable Rack Space			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.01
Coaxial	1 lin ft	MRC	0.01
BITS Timing	per occurrence	MRC	6.15

VIRTUAL COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	557.81
Equipment Installation	per quarter rack	NRC	3,474.25
Software Upgrades	per base unit	NRC	96.08
Card Installation	per card	NRC	223.73
DC Power	per 40 amps	NRC	
	per amp	NRC	68.15
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
Fiber Cable Splice			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
BITS Timing	per project	NRC	288.07
<u>Monthly Recurring Prices</u>			
Equipment Maintenance			
DC Power	per quarter rack	MRC	71.53
	per 40 amps	MRC	
	per amp	MRC	9.68
Environmental Conditioning			
	per 40 amps	MRC	
	per amp	MRC	1.55
Facility Termination			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
Cable Rack Space - Metallic	per cable run	MRC	0.34
Cable Rack Space - Fiber	per innerduct ft	MRC	0.01
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.50
Manhole Space - Fiber	per project	MRC	2.92
Subduct Space - Fiber	per lin ft	MRC	0.02
Cable Vault Splice			

Fiber Cable - 48 Fiber

VIRTUAL COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Material	per splice	MRC	5.58
Space Utilization in Vault	per subduct	MRC	0.62
Fiber Cable - 96 Fiber			
Material	per splice	MRC	15.94
Space Utilization in Vault	per subduct	MRC	0.62
BITS Timing	per occurrence	MRC	6.15

MICROWAVE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

Augment Fee	per occurrence	NRC	998.92
Facility Pull			
Engineering	per project	NRC	75.43
Labor	per linear ft	NRC	1.12
Building Penetration for Microwave Cable	per occurrence	NRC	ICB
Special Work for Microwave	per occurrence	NRC	ICB

Monthly Recurring Prices

Rooftop Space	per sq ft	MRC	3.33
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DEDICATED TRANSIT SERVICE COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

Non-Recurring Prices

DS0

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.17
Service Connection - Provisioning	per order	NRC	64.95

DS1/DS3/Dark Fiber

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.57
Service Connection - Provisioning	per order	NRC	78.57

Lit Fiber

ICB

MISCELLANEOUS COLLOCATION SERVICES

Elements	Increment	NRC / MRC	Rate
Labor:			
	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00
Cable Material			
Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	308.70
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	286.62
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	77.75
Facility Cable-Shielded Cable (Orange Jacket)	per cable run	NRC	31.12
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	775.15
Power Cable-Wire Power 1/0	per cable run	NRC	86.65
Power Cable-Wire Power 2/0	per cable run	NRC	125.63
Power Cable-Wire Power 3/0	per cable run	NRC	138.57
Power Cable-Wire Power 4/0	per cable run	NRC	171.34
Power Cable-Wire Power 350 MCM	per cable run	NRC	292.92
Power Cable-Wire Power 500 MCM	per cable run	NRC	408.24
Power Cable-Wire Power 750 MCM	per cable run	NRC	628.09
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.02
Collocation Space Report	per premise	NRC	974.02

DESCRIPTION AND APPLICATION OF RATE ELEMENTS

Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and 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.

Engineering/Major Augment Fee (Microwave Only). 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.

Minor Augment Fee. 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 CLEC 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.

Access Card Administration. 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.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber 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.

Facility Pull. 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.

Cable Termination. The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Fiber Cable Pull-Engineering. The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

Fiber Cable Pull-Place Innerduct 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 CLEC's equipment area through which the CLEC's fiber cable is pulled.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

Fiber Cable Pull-Fire Retardant. 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.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. The DC Power Charge is applied per 40 load amps requested for each caged, cageless, and virtual collocation application. This NRC recovers Verizon's engineering, material and installation costs for providing and terminating DC power runs to the collocation area.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

Adjacent Engineering Fee. 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.

Adjacent Fiber Cable Pull-Engineering. The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLEC'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.

Adjacent Fiber Cable Pull-Place Innerduct. 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 CLEC's equipment area through which the CLEC's fiber is pulled.

Adjacent Fiber Cable Pull-Labor. This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.

Adjacent-Cable Fire Retardant. 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.

Adjacent Metallic Cable Pull-Engineering. This NRC covers the engineering costs of pulling metallic cable for Adjacent collocation into Verizon's 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.

Adjacent Metallic Cable Pull Labor. This charge covers the labor costs of pulling metallic cable for Adjacent collocation into Verizon's wire center.

Adjacent Cable Splice-Engineering. This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair. This charge is for the labor to splice metallic cables and is based on a per pair spliced.

Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair. This charge is for the labor to splice metallic cables and is based on a per pair spliced.

Adjacent Fiber Cable Splice. This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

Adjacent Facility Pull-Engineering. 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.

Adjacent Facility Pull-Labor. This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Adjacent DS0 Cable Termination (Connectorized)/Adjacent DS0 Cable Termination (Unconnectorized). 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.

Adjacent DS1 Cable Termination (Connectorized)/Adjacent DS1 Cable Termination (Unconnectorized). 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.

Adjacent DS3 Coaxial Cable Termination (Preconnectorized) /Adjacent. 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.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required., to complete a collocation request or perform inventory services for CLECs.

Facility Pull (Microwave Only). 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.

Building Penetration for Microwave Cable. 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.

Special Work for Microwave. The costs incurred by Verizon for installation of CLEC'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.

Virtual Equipment Installation. The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon 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.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

Dedicated Transit Service (DTS) Service Order Charge. Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. 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.

Relay Rack Floor Space. 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.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. 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.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per subduct or per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. 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 CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per 40 load amp basis. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. 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.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per 40 amp increment based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Subduct Space-Manhole. This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

Adjacent Cable Subduct Space. 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.

Adjacent Conduit Space (Metallic)-Manhole. This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

Adjacent Conduit Space (Metallic). This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

Adjacent Facility Termination DS0 Cable. This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

Adjacent Facility Termination DS1 Cable. The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

Adjacent Facility Termination DS3 Cable. 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.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. 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 CLEC'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.