

**CHECKLIST FOR APPROVAL OF A
NEGOTIATED INTERCONNECTION AGREEMENT**

INSTRUCTIONS: Please complete all parts of this form and submit it with related materials when seeking approval of a negotiated interconnection agreement pursuant to 47 U.S.C. 252(e) and OAR 860-016-0020(3). NOTE: The Commission will utilize the information contained in this form to determine how to process a submitted agreement.

| 1. PARTIES | <i>Competitive Carrier</i> | <i>Incumbent Carrier</i> |
|-------------------|---|---------------------------------|
| Name | <u>Time Warner Telecom of Oregon L.L.C.</u> | <u>Verizon/Renee Willer</u> |
| | <u>Attn: Maribeth Bailey</u> | <u>P.O. Box 1100</u> |
| Address: | <u>290 Harbor Drive</u> | <u>Beaverton, OR 97075-1100</u> |
| | <u>Stamford, CT 06902</u> | |

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION

| | | |
|----------|----------------------------|---|
| Name: | <u>Renee Willer</u> | Phone Number: <u>503/645-7909</u> |
| Address: | <u>P.O. Box 1100</u> | Fax Number: <u>503/629-0592</u> |
| | <u>Beaverton, OR 97076</u> | E-Mail Address: <u>renee.willer@verizon.com</u> |

3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

X **Adoption:** Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement: GST Telecom Oregon, Inc. & GTE Northwest Incorporated
Does filing adopt amendments to base agreement previously approved by the Commission?
 NO
 X YES, approved in Docket ARB 175, Order No(s). Acknowledgement
Docket ARB _____, Order No(s). _____

_____ **New Agreement:** Seeks approval of new negotiated agreement
Does this filing replace an agreement between the same parties that was previously approved by the Commission?
 NO
 YES, approved in Docket ARB _____ Order No(s). _____

X **Amendment:** Amends an existing interconnection agreement previously submitted to Commission. (Supplement)
Has original agreement been approved by Commission?
 NO, decision pending in Docket ARB _____
 X YES, approved in Docket ARB 175, Order No(s) acknowledgement

Other: Please explain.

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON NORTHWEST INC. F/K/A GTE NORTHWEST INCORPORATED

and

TIME WARNER TELECOM OF OREGON LLC

THIS AMENDMENT No. 1 ("Amendment") is made this 5th day of December 2001 (the "Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated, a Washington corporation ("Verizon") and Time Warner Telecom of Oregon LLC, a Delaware Limited Liability Company ("TWTC"). (Verizon and TWTC 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 5, 1999, GST Telecom Inc. adopted the interconnection agreement between Electric Lightwave, Inc. and GTE Northwest Incorporated ("GTE") in the State (the "Agreement"); and

WHEREAS, pursuant to a Stipulation By and Among the Debtors, the Verizon Entities and Time Warner Telecom Relating to Executory Contracts in GST Telecom Inc. et al. Chapter 11, Case No. 00-1982, GST Telecom Oregon, Inc. was authorized to assign the Agreement to Time Warner Telecom of Oregon LLC; and

WHEREAS, subsequent to the assignment of the Agreement to TWTC, TWTC notified Verizon that it desired to amend the Agreement 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. The Parties agree that the terms and conditions set forth in the Collocation Attachment and Pricing Appendix to Collocation Attachment attached hereto as Appendix A, shall govern the provision of collocation services and replaces the existing Article IX, Collocation, contained in the Agreement in its entirety.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment

but not in the Agreement, or in the Agreement 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 Agreement 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 Agreement shall remain in full force and effect after Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

**TIME WARNER TELECOM
OF OREGON LLC
BY: TIME WARNER TELECOM
HOLDINGS INC., its sole member**

VERIZON NORTHWEST INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner _____

Title: _____

Title: Vice-President – Interconnection
Services Policy & Planning

**APPENDIX A
COLLOCATION ATTACHMENT**

1. Verizon's Provision of Collocation

Verizon shall provide to TWTC, 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 TWTC'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 TWTC only to the extent required by Applicable Law and may decline to provide Collocation to TWTC to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to TWTC in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

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 TWTC 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 the Agreement, set forth the terms and a conditions under which Verizon shall provide collocation services to TWTC. 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 or cageless 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. TWTC 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. TWTC 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 TWTC 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 TWTC in the same non-discriminatory manner as it provides itself for its own remote equipment buildings (REBs).

1.1.6. Fiber Optic Patchcord Cross Connect. The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and TWTC's collocated transmission equipment and facilities. The connection of the facilities would be made via a Fiber Optic Patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

1.1.7. Other. A CLEC shall have the right to order collocation services offered pursuant to Verizon tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of Verizon's existing federal collocation tariff (GTOC Tariff No. 1). The terms of this Attachment shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

Physical collocation of microwave transmission facilities will be permitted except where such collocation is not practical for technical reasons or because of space limitations. Requests will be reviewed on an individual case basis.

1.2 Ordering.

1.2.1 Application.

1.2.1.1 Point of Contact. Verizon will establish points of contact for TWTC to contact to place a request for collocation. The point of contact will provide TWTC 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. TWTC 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 TWTC to provide all engineering, floor space (where applicable), power, environmental and other requirements necessary for the function of the service. TWTC 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 TWTC.

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 TWTC in writing within eight (8) Business Days following receipt of the completed application if TWTC'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 TWTC in order to complete the application. If TWTC resubmits a revised application curing any deficiencies in their original application within ten (10) calendar days after being informed of them, TWTC shall retain its position within the collocation application queue.

1.2.2 Space Availability. Verizon will notify TWTC, 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 1.2.2.1.

1.2.2.3 There is no readily available space, however, Verizon will determine whether space can be made available and will notify TWTC 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 TWTC with a price quote for collocation services required to accommodate TWTC's request within eight (8) Business Days of TWTC's application date, provided that no ICB rates are required in the quote. TWTC 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 TWTC 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 caged and cageless 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 caged floor space over what TWTC requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

1.2.5.2 Minor Augments of caged and cageless 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 the caged floor space, over what TWTC 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 CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations 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 TWTC including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by TWTC, that do not require Verizon to provide a service or function on behalf of TWTC, including but not limited to, requests to install additional equipment in TWTC collocation space. Prior to the installation of the additional equipment, TWTC agrees to provide Verizon an application form with an updated equipment listing that includes the new equipment to be installed in TWTC's collocation arrangement. Once the equipment list is submitted to Verizon, TWTC may proceed with the augment. TWTC agrees that changes in equipment provided by TWTC 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 TWTC collocation when available space has been exhausted. Where TWTC 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 TWTC to expand its existing collocation space. TWTC 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. TWTC 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. TWTC 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 TWTC requirements, upon notification to TWTC, 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 TWTC and Verizon.

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

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

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

1.3.1.1.3 Day 14: TWTC 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 TWTC attend a Joint Inspection meeting and Verizon turns over the collocation space to the TWTC.

Verizon and TWTC shall work cooperatively in meeting these milestones and deliverables as determined during the joint planning process. Verizon will schedule a meeting with TWTC to determine engineering and network requirements. A preliminary schedule will be developed outlining major milestones. TWTC 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 TWTC misses (day for day). When Verizon becomes aware of the possibility of vendor delays, Verizon will first contact TWTC to attempt to negotiate a new interval. Verizon and TWTC 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 TWTC to schedule one escorted visit to TWTC'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 TWTC beginning the installation of its equipment, TWTC must sign Verizon work completion notice, indicating acceptance of the collocation space. TWTC may not install any equipment or facilities in the collocation space until the receipt by Verizon of the work completion notice. Prior to TWTC beginning the installation of equipment in a cage, bay or cabinet, TWTC and Verizon must conduct a joint inspection of the designated collocation space. Verizon shall notify TWTC of the date the collocation arrangement is ready for the joint inspection. TWTC has ten (10) Business Days to meet Verizon at the site of the collocation arrangement. Upon acceptance of the arrangement by TWTC, billing will be initiated, access cards will be issued and TWTC may begin installation of equipment. If TWTC 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 TWTC 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 TWTC on a semi-annual basis, with each forecast covering a two-year period. TWTC 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 TWTC 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 TWTC 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 TWTC 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, TWTC may construct the cage with a standard enclosure if they are a Verizon approved contractor or TWTC 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 TWTC shall collocate its equipment. 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 TWTC's equipment in the same standards and parameters required for Verizon equipment within that Verizon Premise. TWTC may install AC convenience outlets and overhead lighting if TWTC is a Verizon approved contractor, or this work may be subcontracted to a Verizon approved contractor.

1.3.7 Equipment and Facilities.

1.3.7.1 Purchase of Equipment. TWTC 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 TWTC's equipment and provided facilities for collocation.

1.3.7.2 Permissible Equipment. TWTC is permitted to place in its collocation space only equipment that is necessary for interconnection or access to UNEs. TWTC shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs. TWTC 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. TWTC 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.

TWTC 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. TWTC 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, TWTC 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. TWTC 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. TWTC is responsible for providing fire retardant riser cable that meets Verizon standards. Verizon is responsible for placing TWTC's fire retardant riser cable from the cable vault to the collocation space. Verizon is responsible for installing TWTC 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 TWTC provides its own fiber optic facility, then TWTC shall be responsible for bringing its fiber optic cable to the Verizon Premise manhole. TWTC must leave sufficient cable length for Verizon to be able to fully extend such cable through to TWTC'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. TWTC will not be permitted to splice fiber optic cable in the first manhole outside of the Verizon Premise. Where TWTC 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 TWTC's collocation space. Verizon is responsible for installing a cable splice, if necessary, where TWTC 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 TWTC's facilities and Verizon's facilities will be designated by Verizon. This point(s) will be a direct connection(s) to TWTC's network. Verizon shall have the right to require TWTC to terminate its facilities onto a Point of Termination (POT) Bay. TWTC must tag all entrance facilities to indicate ownership. TWTC 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 or DSX 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, TWTC 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 TWTC's equipment installation work in the collocation space. TWTC is responsible for protecting Verizon's equipment Verizon Premise walls and flooring within the staging area and along the staging route. TWTC 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. TWTC may also utilize a staging trailer, which can be located on the exterior premises of Verizon Premise. Verizon may assess TWTC a market value lease rate for the area occupied by the trailer.

1.3.7.8 Testing. Upon installation of TWTC's equipment, and with prior notice, Verizon will schedule time to work with TWTC during the turn-up phase of the equipment to ensure proper functionality between TWTC'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 TWTC to

provide their own monitor and test points, if required, for connection directly to its terminal equipment.

1.3.7.9 Collocator to Collocator Interconnect Arrangements. Verizon shall provide, upon TWTC's request, a Collocator to Collocator Interconnect arrangement between TWTC's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, TWTC must submit an Application Form and a Minor Augment fee. Verizon will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. TWTC has the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If Verizon pulls the cable, the applicable labor rates will be applied.

1.3.8 Access to Collocation Space. Verizon will permit TWTC's employees, agents, and contractors approved by Verizon to have direct access to TWTC's collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to Verizon's restroom and parking facilities. TWTC'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 TWTC, to access TWTC's collocated partitioned space to perform periodic inspections to ensure compliance with Verizon installation, safety and security practices. Where TWTC 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 TWTC 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. TWTC shall be responsible for: (a) any damage or network outage occurring as a result of TWTC owned or TWTC 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 TWTC service.

Verizon will make every effort to contact TWTC in the event TWTC equipment disrupts the network. If Verizon is unable to make contact with TWTC, Verizon shall temporarily disconnect TWTC'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 TWTC must meet certain minimum requirements as established by Verizon. Upon notification of available space, or as soon as reasonably practicable thereafter, TWTC 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. TWTC 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 TWTC with written notice of such changes. Where applicable, Verizon will provide information to TWTC on the specific type of security training required so TWTC'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 TWTC employee, agent or contractor who cannot meet Verizon's established security standards. Employees, agents or contractors of TWTC 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 TWTC's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. TWTC employees, agents or contractors who meet Verizon's established security standards will be provided access to TWTC's collocation equipment 24 hours a day, seven days a week and reasonable access to Verizon's restroom facilities. If TWTC employees, agents or contractors request and are granted access to other areas of Verizon's premises, a Company employee, agent or contractor may accompany and observe TWTC employee(s), agent(s) or contractor(s) at no cost to TWTC. 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.

1.3.10.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for TWTC for each Verizon Premise for the purpose of installation, maintenance and repair. All TWTC 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 TWTC. The ID must be worn on the individual's exterior clothing while on or at Verizon Premises. Verizon will provide TWTC with instructions and necessary access cards or keys to obtain access to Verizon premises. TWTC is required to immediately notify Verizon by the most expeditious means, when any TWTC'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. TWTC 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 TWTC's employee and/or termination of service. TWTC shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of TWTC or TWTC's employee, agent or contractor to return to Verizon.

1.3.11 Emergency Access. TWTC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. TWTC 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 TWTC in advance of any such emergency access. If advance notification is not possible Verizon will provide notification of any such entry to TWTC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact TWTC's facilities or equipment and its ability to provide service. Verizon will restrict access to TWTC'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 TWTC's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by TWTC or TWTC's equipment upon the operation of Verizon's equipment, facilities and/or employees located outside TWTC's collocation space. Verizon will notify TWTC as soon as possible when such an event has occurred. In case of a Verizon work stoppage, TWTC's employees, contractors or agents will comply with the emergency operation procedures established by Verizon. Such emergency procedures should not directly affect TWTC's access to its premises, or ability to provide service. TWTC will notify Verizon point of contact of any work stoppages by TWTC 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 is unable to accommodate 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 TWTC 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 TWTC. The minimum amount of floor space available to TWTC 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 TWTC 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 TWTC 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 TWTC will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, TWTC 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. TWTC shall use the collocation space solely for the purposes of installing, maintaining and operating TWTC's equipment to interconnect for the exchange of traffic with Verizon and/or for purposes of accessing UNEs. TWTC 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 TWTC's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as TWTC'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. TWTC shall not be permitted to reserve Verizon Premise cable space or conduit system. If new conduit is required, Verizon will negotiate with TWTC to determine an alternative arrangement for the specific location. TWTC will be allowed to reserve collocation space for its caged/cageless arrangements based on TWTCs 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 TWTC equipment.
- 1.4.5 Collocation Space Report. Upon request by TWTC and upon TWTC 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 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 TWTC 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, TWTC 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 TWTC accepts the collocation arrangement. If TWTC 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 TWTC 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. TWTC 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, unless there is a 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. Notwithstanding anything in this Agreement to the contrary, the rates identified in this attachment also may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, Verizon may elect to file a state tariff in the future that shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix A, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing.

1.5.2 Billing and Payment. The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to TWTC when Verizon provides TWTC access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

1.6 Indemnification.

1.6.1 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.

1.6.2 Each Party ("Indemnifying Party") shall defend, indemnify and save harmless the other Party ("Indemnified Party"), its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by the Indemnifying Party or by any other party, which are caused by, arise out of or are in any way related to:

1.6.2.1 The installation, maintenance, repair, replacement, presence, engineering, use or removal of Indemnifying Party's equipment or by the proximity of such equipment to the equipment of other parties occupying space in the Indemnified Party's premises, including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; or

1.6.2.2 The Indemnifying Party's failure to comply with any of the terms of this Collocation Attachment.

1.6.3 Subject to any limitations of liability set forth in this Agreement, the Indemnifying Party shall be liable to the Indemnified Party only for and to the extent of any damage directly and primarily caused by the negligence of the Indemnifying Party. The Indemnifying Party shall not be liable to the Indemnified Party or its customers for any interruption of Indemnified Party's service or for interference with the operation of Indemnified Party's designated facilities arising in any manner out of the Indemnified Party's presence in the Indemnifying Party's premises, unless such interruption or interference is caused by the Indemnifying Party's willful misconduct. In no event shall the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by the Indemnified Party or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Indemnified Party, even if the Indemnified Party has been advised of the possibility of such loss or damage. The obligations, rights and limitations of this Section shall survive the termination, cancellation, modification or recession of this Agreement, without limit as to time.

1.7 Casualty.

If the collocation equipment location in Verizon's Premise is rendered wholly unusable through no fault of TWTC, 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 TWTC 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. TWTC 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, TWTC shall cooperate with Verizon's restoration by removing from the collocation space, as promptly as reasonably possible, all of TWTC's salvageable inventory and movable equipment, furniture and other property. Verizon will work cooperatively with TWTC to minimize any disruption to service, resulting from any damage. Verizon shall provide written notification to TWTC detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, Verizon's rights and remedies against TWTC in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by TWTC which were because any period after such date shall be returned to TWTC.

1.8 Termination of Service.

1.8.1 Grounds for Termination. Verizon's obligation to provide collocation is contingent upon TWTC'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 TWTC to make payments when due may result in termination of service. 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 TWTC: (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. Upon the termination of collocation service, TWTC shall disconnect and remove its equipment from the designated collocation space. Verizon reserves the right to remove TWTC's equipment if TWTC fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. TWTC will be charged the appropriate additional labor charge in Appendix A for the removal of such equipment. Upon removal by TWTC of all its equipment from the collocation space, TWTC 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. Upon termination of collocation services, TWTC relinquishes all rights, title and ownership of cable to Verizon

1.9 Insurance

1.9.1 TWTC shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Attachment and all insurance that is required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, TWTC shall maintain the following insurance:

1.9.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

1.9.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.

1.9.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence

1.9.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.

1.9.1.5 All risk property insurance on a full replacement cost basis for all of TWTC's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

1.9.1.6 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 1.9.4 and 1.9.5 and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of TWTC.

1.9.2 TWTC shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.

1.9.3 TWTC shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, TWTC's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director - Contract Performance &

Administration, Verizon Wholesale Markets, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.

- 1.9.4 TWTC shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliates to maintain insurance in accordance with Sections 1.9.1 through 1.9.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 1.9.4.
- 1.9.5 If TWTC or TWTC's contractors fail to maintain insurance as required in Sections 1.9.1 through 1.9.5, above, Verizon may (but shall not be obligated to) purchase such insurance and TWTC shall reimburse Verizon for the cost of the insurance.
- 1.9.6 Certificates furnished by TWTC or TWTC's contractors shall contain a clause stating: "Verizon Northwest Inc. f/k/a GTE Northwest Incorporated shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

1.10 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. TWTC 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 space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that TWTC requires use of a Verizon local exchange line, TWTC must order a business local exchange access line (B1). TWTC may not use Verizon official lines.

2. **TWTC's Provision of Collocation**

Upon request by Verizon, TWTC shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of TWTC. TWTC shall provide collocation on a non-discriminatory basis in accordance with TWTC's applicable Tariffs, or in the absence of applicable TWTC Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by TWTC for collocation shall be no less favorable than the terms, conditions and prices offered to TWTC by Verizon for collocation.