

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

<b>Illinois Consolidated Telephone Company</b>	)	
	)	
<b>Petition for consent and approval of an</b>	)	<b>Docket 10-_____</b>
<b>Equipment Location Agreement with</b>	)	
<b>Kentucky Data Link, Inc. pursuant to</b>	)	
<b>Section 7-102 of the Public Utilities Act.</b>	)	

**Illinois Consolidated Telephone Company's Petition  
For Consent and Approval of Equipment Location Agreement  
With Kentucky Data Link, Inc.**

To the Illinois Commerce Commission:

Illinois Consolidated Telephone Company ("ICTC"), pursuant to §7-102(A)(c) of the Public Utilities Act ("Act"), 220 ILCS 5/7-102(A)(c), petitions the Commission for consent and approval of an Equipment Location Agreement (the "2010 ELA") with Kentucky Data Link, Inc. ("Licensee"), pursuant to which Licensee will place equipment in space (the "Space") provided by ICTC in a building owned by ICTC located at 1501 Charleston Avenue, Mattoon, Illinois 61938 (the "Premises"). A copy of the ELA is provided in **Attachment 1** to this Petition. In support of its Petition, ICTC states as follows:

1. ICTC is an Illinois corporation with headquarters located at 121 South 17<sup>th</sup> Street, Mattoon, Illinois 61938. ICTC is a telecommunications carrier providing local exchange and interexchange telecommunications services in and from various local exchanges within the State of Illinois pursuant to certificates issued by the Commission. ICTC is a "telecommunications carrier" as that term is defined in §13-202 of the Act (220 ILCS 5/13-202). ICTC provides "noncompetitive services" as that term is defined in §13-210 of the Act (220 ILCS 5/13-210).

2. In 2005, ICTC entered into an Equipment Location Agreement with Licensee (the "2005 ELA") pursuant to which Licensee was authorized to place and operate certain equipment

in space provided by ICTC in the Premises. The 2005 ELA has a five-year term. The annual consideration to ICTC under the 2005 ELA was less than \$30,000 per year, therefore, ICTC did not request consent and approval for the 2005 ELA pursuant to §7-102 of the Act.

3. In anticipation of expiration of the 2005 ELA, ICTC and Licensee have negotiated the 2010 ELA. The annual consideration to ICTC under the 2010 ELA will be greater than \$30,000 per year; therefore, ICTC is now seeking consent and approval of the Commission for the 2010 ELA pursuant to §7-102 of the Act.

4. Exhibit C of the 2010 ELA shows the space that will be provided for Licensee's equipment in the Premises. Exhibit A of the 2010 ELA describes other services and facilities that will be provided to Licensee in connection with its use of the space. Exhibit B of the 2010 ELA sets forth rates, term and conditions for "Escort/Hands and Eyes Services" that ICTC will provide to Licensee if requested by Licensee. Exhibit D of the 2010 ELA describes the space that will be provided to Licensee and the Recurring Monthly Service Fees that will be paid by Licensee for the use of the space and associated services, including AC Electrical Power Usage.

5. In accordance with Section 1 of the 2010 ELA, Licensee agrees to use the Space "only for placement and operation of Licensee Equipment that Licensee will use exclusively (i) in conjunction with access or private line services ordered by Licensee or its customers from ICTC's tariffs, (ii) to deliver Licensee's or its customers' telecommunications traffic to ICTC for delivery over ICTC's local exchange facilities to end users in ICTC's local exchanges, or (iii) to receive from ICTC's local exchange facilities telecommunications traffic originated by end users in ICTC's local exchanges. Telecommunications traffic delivered by Licensee to the Licensee Equipment in the Space shall be traffic to be delivered to end users in ICTC local exchanges

using ICTC local exchange facilities or ICTC facilities leased by Licensee or Licensee's customers."

6. The 2010 ELA has an Initial Term of seven years from the Effective Date. Upon expiration of the Initial Term, the 2010 ELA will automatically be renewed for successive one-year Renewal Terms, unless one of the parties, at least 180 days prior to expiration of the Initial Term or a Renewal Term, delivers notice of termination to the other party (*see* Section 2 of the 2010 ELA). The Recurring Monthly Service Fees shown in Exhibit D shall be increased cumulatively by three percent (3%) effective on the first day of each Renewal Term (*see* Section 3(a) of the 2010 ELA).

7. Based on the amount of Space provided to Licensee and the Recurring Monthly Service Fees specified in Exhibit D of the 2010 ELA, the annual consideration to ICTC during the Initial Term of the 2010 ELA will be approximately \$45,000, plus charges for AC Electrical Power Usage and charges for any "Escort/Hands and Eyes Services" provided by ICTC to Licensee.

8. The charges, terms and conditions in the 2010 ELA are the result of arms-length negotiation between ICTC and Licensee.

9. Section 7-102(A)(c) of the Act provides that unless the consent and approval of the Commission is obtained, or is waived or exempted, "No public utility may . . . lease . . . any part of its franchises, licenses, permits, plant, equipment, business, or other property. . . ." Pursuant to §13-601 of the Act (220 ILCS 5/13-601), the provisions of §7-102 are applicable to telecommunications carriers, such as ICTC, that provide noncompetitive telecommunications services. Section 7-102(D) of the Act (220 ILCS 5/7-102(D)) provides that "[t]he Commission shall have power by general rules applicable alike to all public utilities, other than electric and

gas public utilities, affected thereby to waive the filing and necessity for approval of the following: . . . (b) leases, easements and licenses involving a consideration or rental of not more than \$30,000 per year for utilities with gross revenues in excess of \$50,000,000 annually . . . .”

In its regulations at 83 Ill. Admin. Code §105.40(a), the Commission has waived the filing and necessity for approval of “leases, easements and licenses involving a consideration or rental of not more than \$30,000 for utilities with gross revenues in excess of \$50,000,000 annually. . . .”

ICTC has annual gross revenues in excess of \$50,000,000. Because, as described above in paragraph 7, the annual consideration to ICTC during the Initial Term of the 2010 ELA will be at least \$45,000, ICTC is requesting consent and approval of the Commission to the 2010 ELA.

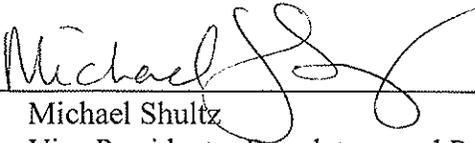
10. The public will be inconvenienced by ICTC’s entry into and performance of the 2010 ELA. ICTC will receive compensation, determined through arms’-length negotiations, for the provision of the Space and of associated services to Licensee. The placement and operation of Licensee’s equipment in the Space, and the provision of the associated services by ICTC to Licensee as specified in the 2010 ELA, will not interfere with ICTC’s performance of its responsibilities as a certificated local exchange carrier and interexchange carrier in Illinois.

11. ICTC respectfully submits that the Commission can act on this Petition, and issue an order granting consent and approval to the 2010 ELA, without the necessity of a hearing, as allowed by §7-102(C) of the Act (220 ILCS 5/7-102(C)). ICTC will provide any additional information requested by Commission Staff to assist in its evaluation of the 2010 ELA.

WHEREFORE, Illinois Consolidated Telephone Company respectfully requests entry of an order granting consent and approval to the Equipment Location Agreement with Kentucky Data Link, Inc., **Attachment 1** to this Petition.

Respectfully submitted,

ILLINOIS CONSOLIDATED  
TELEPHONE COMPANY

By   
Michael Shultz  
Vice President – Regulatory and Public Policy

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STATE OF TEXAS                    )  
  )  
COUNTY OF MONTGOMERY        )        SS

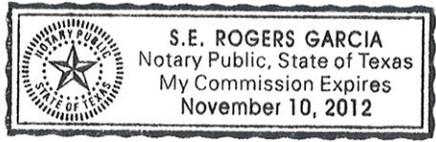
**VERIFICATION**

Michael Shultz, on oath, states that he is Vice President – Regulatory and Public Policy of Illinois Consolidated Telephone Company (“ICTC”), the Petitioner herein; that he is authorized to make this Verification on behalf of ICTC; that he has read the foregoing Petition and is familiar with its contents; and that the matters set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Michael Shultz

Subscribed and sworn to before me  
this 1<sup>st</sup> day of September, 2010

  
\_\_\_\_\_  
Notary Public



**ATTACHMENT 1**

**EQUIPMENT LOCATION AGREEMENT**



## EQUIPMENT LOCATION AGREEMENT

This Equipment Location Agreement is entered into between Illinois Consolidated Telephone Company ("ICTC") and Kentucky Data Link, Inc. ("Licensee") on September 1, 2010. This Agreement describes the technology equipment area to be provided to Licensee, certain ancillary Services to be provided, the prices for such Services, service level commitments, and any other Licensee or Services specific terms and conditions. For purposes of this Agreement, the "Effective Date" is defined as the date on which the Licensee and ICTC execute this Agreement, subject to approval of the Illinois Commerce Commission.

**1. Services Description.** ICTC grants Licensee a license to access and locate certain equipment and cabling ("Licensee Equipment") on premises owned by ICTC. The Licensee equipment will be located within a technology equipment area, which provides a clean, secure and safe space (the "Space"). The Space is located within the premises which are currently owned or leased by ICTC ("Premises"). A diagram of the Space to be used by Licensee is outlined in Exhibit C attached hereto. The current technical specifications of ICTC are set forth in Exhibit A attached hereto and incorporated herein; such technical specifications may be amended by ICTC, upon at least forty-five (45) days written notice to Licensee. The form of Service Request Form to be used in connection with this Agreement is attached hereto as Addendum 2.

Licensee shall use the Space only for placement and operation of Licensee Equipment that Licensee will use exclusively (i) in conjunction with access or private line services ordered by Licensee or its customers from ICTC's tariffs, (ii) to deliver Licensee's or its customers' telecommunications traffic to ICTC for delivery over ICTC's local exchange facilities to end users in ICTC local exchanges, or (iii) to receive from ICTC's local exchange facilities telecommunications traffic originated by end users in ICTC's local exchanges. Telecommunications traffic delivered by Licensee to the Licensee Equipment in the Space shall be traffic to be delivered to end users in ICTC local exchanges using ICTC local exchange facilities or ICTC facilities leased by Licensee or Licensee's customers. Any use of the Space or of the Licensee Equipment placed in the Space other than the uses described in the immediately preceding two sentences of this paragraph shall constitute a material breach of this Agreement and shall entitle ICTC to exercise its rights under the Default provision in Section 5(l), and in addition, to pursue any other legal or equitable remedies, provided, that incidental or inadvertent other uses of Licensee's Equipment shall not be considered a violation of this paragraph.

**2. Services Term.** The Service Term shall commence upon the Effective Date and shall have an initial term of seven (7) years from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive additional one (1) year periods (each a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or Renewal Term. Notwithstanding the foregoing, Licensee's license to use the Space shall, at all times, be contingent upon ICTC's election to continue to own or lease the Premises, such election to be at ICTC's sole discretion.

**3. Services Pricing.** For the ancillary Services rendered pursuant to this Agreement, Licensee shall pay ICTC the recurring and non-recurring charges for the Service and installation as set forth in the attached Exhibit D or as set forth elsewhere in this Agreement. Recurring charges shall be payable one month in advance commencing on the date that ICTC turns over the Space to Licensee and on the first day of each calendar month thereafter during the Service Term. Recurring charges for partial months shall be prorated.

(a) **Service Fees.** The Service Fees are the amounts to be invoiced Licensee on a monthly basis for Service rendered (based on Licensee's requirements as set forth in the Service Request Form). The AC Electrical power usage cost component of the Recurring Monthly Service Fees shown in Exhibit D shall be adjusted effective January 1 of each year during the Initial Term and each Renewal Term based on application of current cost information to the Electrical Cost formula shown in Exhibit D. The other Recurring Monthly Service Fees shown in Exhibit D shall be increased cumulatively by three percent (3%) effective on the first day of each Renewal Term.

(b) **Installation Fees.** The Installation Fees are those one-time charges applicable to the initial installation of Service and AC Power.

(c) **Building Modification Fees.** Building Modification Fees are those one-time charges applicable to individual Services that are outside the standard Service offering. Building Modification Fees are payable in full by



Licensee to ICTC upon execution of a Service Request Form, and no work will be performed by ICTC or Licensee to build out the Premises prior to the completion and execution of all necessary paperwork and receipt by ICTC of all applicable Building Modification Fees. Building Modification Fees are not refundable in the event Licensee changes or cancels the Service. The Building Modification Fee stated in Exhibit D shall be increased cumulatively by three percent (3%) effective on the first day of each Renewal Term.

(d) Escort Service and Access to Premises Fees. The fees and requirements for Escort Service will consist of hourly charges for ICTC escort services, as requested by Licensee. Such fees and rates for Escort Service and Access are subject to change, based upon increases in costs (*e.g.*, labor) for ICTC. The Licensee shall pay any such increases.

(e) Ancillary Charges. Any ancillary charges related to changes to Service delivery are set forth in the attached Exhibit D.

**4. Service Level Commitments.** The Service level provisions set forth below shall only apply to Services (i.e., the Space and power) and related services purchased from ICTC. Notwithstanding anything herein to the contrary, and not to limit the generality of the limitations of liability and force majeure provisions contained in this Agreement, any Service level commitments described in this section shall not apply in any situations where delays or outages are caused or exacerbated by conditions beyond the reasonable control of ICTC, including, without limitation, power surges or outages; Licensee or third-party acts or omissions; denied access; failure of Licensee's Equipment, facilities or applications; failure of local loops; or force majeure. In addition, all maintenance related outages or delays performed during the Maintenance Window (as defined in Section 5(m) herein) and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period hereunder. Scheduled maintenance is defined as any maintenance activity performed outside the Maintenance Window of which Licensee has received notice not less than twenty-four (24) hours in advance.

(a) Service Installation and Delivery. Upon the approval of this Agreement by the Illinois Commerce Commission, if required, and ICTC's acceptance of Licensee's Service Request Form, ICTC shall inform Licensee of the estimated date for the delivery of such Service within ten (10) working days of a complete Licensee Service Request Form. ICTC shall use reasonable efforts to install each Service on or before the estimated date of Service delivery, but the inability of ICTC to deliver Service by such date shall not constitute a default under this Agreement. In the event ICTC fails to allow access of the Licensee to the Space by the estimated date of Service delivery, Licensee shall not be obligated to pay the Installation Fee until such time as ICTC allows access to the Space to Licensee. Licensee shall not be required to pay the Recurring Monthly Service Fee until such time as ICTC has turned the Space over to Licensee. Other than as expressly set forth in this section, ICTC shall not be liable to Licensee in any way as a result of such delay or failure to deliver the Services or tender possession of the Space.

**5. Other Services/Licensee Specific Terms and Conditions.**

(a) Physical Access/Escort Service. Licensee may schedule regular access or arrange for emergency access to the Premises twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year by calling an "800 number" which will be established at the ICTC Network Control Center. Licensee shall be required to have ICTC provide escort service for all physical visits into the Premises. Licensee shall pay the rate of \$79.00 per hour with a one (1) hour minimum for each physical visit during normal business hours between 8 a.m. and 5 p.m. Monday through Friday. After the first hour, rates shall be determined in accordance with the Rate Sheet attached as Exhibit B hereto. Licensee shall pay the rate of \$118.50 per hour with a two (2) hour minimum for each physical visit after normal business hours or on a Saturday. Licensee shall pay the rate of \$158.00 per hour with a two (2) hour minimum for each physical visit on a Sunday or a holiday.

(b) Insurance. Licensee, at its sole cost and expense, will carry or cause to be carried and maintained in force throughout the entire Service Term insurance coverage as described in this section, with insurance companies that are admitted carriers in the State of Illinois, have an A.M.Best Rating of "A" or better and a financial size of "VIII" or better. The limits set forth below are minimum limits and will not be construed to limit Licensee's liability to ICTC or any third parties.



- Worker's Compensation insurance complying with the laws of the State of Illinois having jurisdiction over each employee, whether or not Licensee is required by such laws to maintain such insurance, and Employer's Liability with limits of not less than \$500,000 each accident.
- Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of not less than \$2,500,000 each occurrence, and annual aggregates of not less than \$2,500,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, advertising injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted. The minimum coverage limits for Commercial or Comprehensive General Liability Insurance shall be increased cumulatively by three percent (3%) effective on the first day of each Renewal Term.

In each of the above described policies, Licensee agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against ICTC its parent, subsidiaries, or affiliated companies.

Under the policies described in this section, ICTC, its parent, subsidiaries and affiliated companies will be named as additional insureds in connection with Licensee's operations and this Agreement. Any costs associated with naming these additional insureds will be the responsibility of Licensee. The policies described in this section will include the following "other insurance" amendment: "This insurance is primary insurance with respect to ICTC, its parent, subsidiaries and affiliated companies, and any other insurance maintained by ICTC, its parent, subsidiaries or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of, or material change to, the policies described above will be effective only after written notice is received by ICTC from the insurance company not less than thirty (30) days in advance of any such non-renewal or cancellation. Prior to the commencement of the Service hereunder, Licensee will deliver to ICTC certificates of insurance evidencing the existence of the insurance coverage required above. In the event of a loss or claim arising out of or in connection with the work performed under this Agreement, Licensee agrees, upon request of ICTC, to submit the original or a certified copy of its insurance policies for inspection by ICTC.

ICTC will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Licensee, or its employees, servants, contractors or subcontractors, invitees or agents that is not the result of ICTC sole negligence.

If Licensee utilizes ICTC-pre-approved contractor(s) or subcontractor(s) pursuant to this Agreement, then Licensee shall require such contractor(s) and subcontractor(s) to comply with these insurance requirements and supply certificates of insurance to ICTC before any work commences.

It is hereby agreed that the insurance requirements of this section shall be the insurance requirements under this Agreement unless more stringent requirements are made by the Landlord pursuant to the lease relevant to the Premises in question, in which event Licensee hereby agrees to comply with the Landlord's requirements under the lease, as the lease may be modified from time to time.

(c) Change of Services. For changes in the Service delivery date or cancellation of Service hereunder, Licensee shall be responsible for payment to ICTC of: (i) the applicable one-time modification or cancellation fee(s) set forth in the attached Exhibit D; and (ii) all reasonable and actual out-of-pocket expenses of ICTC incurred in connection with the change of Licensee's Service Request Form or cancellation thereof; and (ii) any charges assessed to ICTC by third-party providers as a result of the change of Licensee's Service Request Form or cancellation thereof. Any Building Modification Fees already paid to ICTC shall not be refunded to Licensee in the event of change or cancellation of the Service.

(d) No Warranties. THE SPACE IS HEREBY ACCEPTED "AS IS" BY LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT ICTC HAS MADE NO REPRESENTATION AS TO THE FITNESS OF THE SPACE FOR LICENSEE'S INTENDED PURPOSE. ICTC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SPACE AND SERVICES



FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

(e) Installation or Removal of Equipment in Space. Licensee shall not employ any contractor to perform any ICTC-approved work in the Space unless the use of such contractor has received the prior written approval of ICTC, which approval shall not be unreasonably withheld. Each use of a contractor shall be separately approved by ICTC. Any approval of contractors or subcontractors by ICTC hereunder shall not constitute an endorsement of such contractors or subcontractors. Licensee and each contractor and subcontractor completing any pre-approved work in the Space to the Premises shall warrant that such work shall be free from all mechanic's and/or materialman's liens and free from any and all defects in workmanship and materials for the period of time which customarily applies in good contracting practice, but in no event for less than one (1) year after the acceptance of the work by Licensee and ICTC. The aforesaid warranties of each such contractor and subcontractor and Licensee shall include the obligation promptly to repair or replace in a workmanlike manner all defects in workmanship and materials without any additional charge. All pre-approved work in Space shall be contained in the contracts and subcontracts for performance of Licensee's work and shall be written so that they inure to the benefit of ICTC and Licensee as their respective interests may appear. Such warranties shall be so written that they can be directly enforced by either Licensee or ICTC, and Licensee shall give to ICTC any assignment or other assurance to effectuate the same.

It shall be Licensee's responsibility to cause each of Licensee's contractors and subcontractors to maintain continuous protection of the Premises, in such manner as to prevent any personal injury or death or damage to property by reason of the performance of Licensee's work.

All of Licensee's work shall be coordinated with all work being performed or to be performed by ICTC and other tenants of the building in which the Premises are located. The contractor or subcontractor shall not at any time damage, injure, interfere with or delay the completion of any other construction within the Premises; and they shall comply with all procedures, rules and regulations prescribed by ICTC and the Landlord of the Premises for integration of Licensee's work with the work to be performed in connection with the construction of the building, and all other construction within the building which comprises or contains the Premises.

Upon termination or expiration of the Service Term, ICTC shall allow Licensee thirty (30) days from the date of such termination or expiration, at Licensee's sole cost and expense, to remove all Licensee Equipment, which includes, but is not limited to, rectifiers/chargers, batteries, UPS, routers, telecommunication switching equipment and channel banks installed by Licensee, provided that the Space is restored by Licensee to its condition as before the installation of such items, with the exception of normal wear and tear, and that all such work (including restoration) is performed in accordance with the other provisions of this Agreement. If Licensee shall fail to complete such removal and restoration within the aforesaid thirty (30) day time period, all Licensee Equipment remaining at the Premises may, at the option of ICTC, become the sole property of ICTC, and ICTC may dispose of such Licensee Equipment as it deems appropriate. Licensee shall continue to pay the Service Fee specified in the relevant Service Request Form until the earlier of: (i) Licensee's removal of Licensee Equipment and completion of such restoration or (ii) the taking possession by ICTC of such Licensee Equipment as set forth above.

Licensee and its pre-approved contractors and subcontractors represent and warrant that all work affecting the Premises shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over the Premises from time to time, and Licensee shall obtain and keep in effect all licenses, permits and other authorizations required with respect to the business and construction conducted by Licensee within the Premises. Any ICTC pre-approval of work affecting the Premises shall not operate to relieve Licensee, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.

With the exception of normal wear and tear, Licensee agrees to reimburse ICTC for all reasonable repair or restoration costs associated with damage or destruction to the Premises, or property of ICTC or third parties caused by Licensee, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not such parties have been authorized by ICTC.



(f) Use of Premises Solely by Licensee. Licensee acknowledges that it has been granted only a license to utilize the Space solely for the purpose of locating and operating Licensee Equipment and it has not been granted any real property interests in the Premises. Licensee further agrees that, unless the parties agree otherwise in writing, neither this Agreement nor any interest created herein, shall be resold, assigned, mortgaged, subleased, encumbered or otherwise transferred, and that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Licensee. Licensee further agrees that the Premises or any part thereof shall not be accessed, used or occupied, or permitted to be accessed, used or occupied, by anyone other than Licensee. Any attempt to allow the access, use or occupation of the Premises by anyone other than Licensee, or to assign, mortgage, sublease or encumber any rights under this Agreement by Licensee shall, unless agreed otherwise in advance and in writing by ICTC, be void, and in such event, ICTC shall have the right to terminate this Agreement.

(g) Relocation. Upon one hundred and eighty (180) days' prior written notice, or in the event of an emergency upon reasonable notice, ICTC shall have the right to require Licensee to relocate the Licensee Equipment within the building, at ICTC's expense, to a location which will afford Licensee reasonably comparable environmental conditions for the Licensee Equipment and reasonably comparable accessibility to the Licensee Equipment. ICTC and Licensee agree to work together in good faith to minimize any disruption to the Services as a result of such relocation.

(h) Eminent Domain. In the event of a taking by eminent domain (or a conveyance by any Landlord of all or any portion of the Premises to an entity having the power of eminent domain after receipt of actual notice of the threat of such taking) of all or any portion of the Premises so as to prevent, in the sole discretion of ICTC, the utilization by Licensee of the Space, all relevant Service Request Form(s) shall terminate as of the date of such taking or conveyance with respect to the Premises which is affected by such taking or conveyance and the Service Fee paid or to be paid by Licensee shall be reduced accordingly. Licensee shall have no claim against ICTC for the value of the unexpired Service Term affected thereby (or any portion thereof) or any claim or right to any portion of the amount that might be awarded to the Landlord of the Premises or ICTC as a result of any such payment for condemnation or damages. Nothing contained in this section shall prohibit Licensee from seeking any relief or remedy against the condemning authority in the event of an Eminent Domain proceeding or condemnation that affects the Premises.

(i) No Subletting. ICTC shall not permit any subletting of the Premises.

(j) Damage to Premises. If the building in which the Premises are located is damaged by fire or other casualty, ICTC shall give notice to Licensee of such damage as quickly as reasonably practicable under the circumstances. If a Landlord or ICTC exercises an option to terminate a lease of space in the building owned by the Landlord due to damage or destruction of the Premises subject to such lease, or if ICTC decides not to rebuild such building or portion thereof in which the Space is located, the relevant Service Request Form(s) shall terminate as of the date of such exercise or decision as to the affected Space and the Service Fee paid by Licensee shall be modified accordingly. If ICTC elects not to exercise the right to terminate, ICTC shall use its reasonable efforts to repair the particular Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that ICTC shall fail to complete the repair within a reasonable time period, Licensee shall thereupon have the option to terminate relevant Service Request Form(s) with respect to the affected Space, which option shall be the sole remedy available to Licensee against ICTC under this Agreement relating to such failure. If the Space or any portion thereof shall be rendered wholly unusable by reason of such damage as determined by ICTC, the Service Fee for such Space shall proportionately abate, based on the amount of rack mounting space which is rendered unusable, for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Space rendered unusable.

(k) Conduct in the Premises. Licensee shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Further, Licensee shall maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Licensee shall, at all times, abide by the rules and regulations governing the Space and the Premises, including, without limitation, ICTC rules and regulations as are set forth herein, and as such rules and regulations are amended by ICTC from time to time, in its sole discretion. Furthermore, Licensee represents and warrants, and shall insure, that its pre-approved contractors, subcontractors and other authorized invitees abide by all such rules and regulations and Licensee's obligations under this Agreement.



(l) **Default.** In addition to all other remedies available at law or in equity, if Licensee fails to perform, or otherwise breaches, its obligations hereunder (including, without limitation, failing to pay for the Services) and Licensee fails to remedy such breach within ten (10) business days after receipt of written notice thereof, ICTC shall have the right, after giving Licensee at least five (5) business days written notice of ICTC's intent to discontinue performance and terminate, to discontinue performance hereunder and terminate this Agreement. Provided, that if, prior to the date of discontinuance of performance or termination specified in ICTC's notice, Licensee invokes Resolution of Disputes pursuant to Section 6(f) of this Agreement with respect to Licensee's breach or failure to perform, then, unless or until the Resolution of Disputes process as described in Section 6(f) has been concluded, ICTC will not discontinue performance in a manner that prevents Licensee from being able to engage in the activities expressly described in the second paragraph of Section 1 of this Agreement. Any failure of ICTC to exercise its rights shall not constitute, or be construed by Licensee as being, a waiver of any past, present or future right or remedy.

(m) **Maintenance.** In the event that routine maintenance is required, ICTC shall perform any such routine maintenance that will affect Licensee operations during a maintenance window (the "Maintenance Window") after making reasonable efforts to notify Licensee's Primary Contact approximately 48 hours before commencing such work. In addition, ICTC may perform routine maintenance that will not affect Licensee operations at any time after making reasonable efforts to notify Licensee's Primary Contact approximately 24 hours before commencing such work. Notwithstanding the foregoing, ICTC may perform emergency maintenance at any time, but where reasonable, ICTC will attempt to minimize the impact on Licensee operations; ICTC shall determine the timing and scope of all emergency maintenance actions.

(n) **Required Information.** Licensee shall provide ICTC with certain information on current power generating and electronically powered equipment placed or planned to be placed on the Premises, including information regarding the electrical amp per hour/BTU rating for the equipment and the NEBS listing/compliance for the equipment. The information shall be in writing and shall be provided to ICTC by Licensee concurrently with Licensee's execution of this Agreement with respect to current power generating and electronically powered equipment placed on the Premises and within five (5) business days of any subsequent placing of any such equipment on the Premises.

(o) **Escort/Hands and Eyes Services.** From time to time, Licensee may request ICTC to perform Escort/Hands and Eyes Services relative to the Licensee Equipment within Licensee's Space on behalf of, and at the request and direction of, Licensee. Escort/Hands and Eyes Services, the terms and conditions, including the rates, of which are set forth in Exhibit B attached hereto and incorporated herein, include maintenance of existing equipment and services. Such fees and rates are subject to change, based upon increases in costs (e.g., labor) for ICTC. The Licensee shall pay any such increases. Basic Escort/Hands and Eyes Service will be made available to Licensee through an "800 number" established at the ICTC Network Control Center. ICTC may perform emergency maintenance at any time in the event of a mission-critical maintenance situation. Licensee acknowledges and agrees that during scheduled and emergency maintenance periods, Licensee Equipment may be unable to transmit and receive data, and Licensee may be unable to access the Licensee Equipment. Licensee agrees to cooperate with ICTC during all scheduled and emergency maintenance periods.

**6. General Terms and Conditions.** ICTC and the Licensee agree to the additional terms and conditions set forth below.

(a) **LIMITATION OF LIABILITY.** ICTC'S LIABILITY ARISING OUT OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID TO ICTC HEREUNDER FOR SUCH SERVICES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND WHATSOEVER, ARISING OUT OF INACCURACIES, NONPERFORMANCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS IN THE SERVICE OR DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF EITHER PARTY PURSUANT TO THIS AGREEMENT.

(b) **Force Majeure.** ICTC shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, acts of terrorism, fire, explosion, vandalism, cable cut, storm



or other similar occurrences; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local government having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties. If such failure of performance shall be on the part of ICTC and shall be for (i) 30 days or less, then this Agreement shall remain in effect with no charge to Licensee for the period of such failure of performance; and (ii) more than 30 days, then this Agreement may be canceled at the election of either party with no liability on the part of any party.

(c) Additional Charges. Any applicable federal, state or local use, excise, sales, or privilege taxes, duties or similar liabilities, chargeable to or against ICTC because of the Service provided Licensee, shall be charged to and payable by the Licensee in addition to the regular charges under this Agreement.

(d) Indemnification. Licensee shall indemnify and hold harmless ICTC and its respective affiliates, employees, officers, directors, servants, agents and invitees from and against any and all Losses relating to or arising out of (i) any breach or alleged breach of any of the warranties or other representations or covenants of Licensee to ICTC; and (ii) any other negligence, willful misconduct or other wrongdoing by Licensee. ICTC shall have the right to reasonably control the defense or settlement of any litigation actually brought or threatened against it without reducing ICTC's rights to be indemnified by Licensee.

(e) Choice of Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Illinois, acknowledge that the venue of such courts for any disputes arising under this Agreement is proper, and waive all objections to such jurisdiction and venue. Licensee agrees that service of process may be made upon Licensee by mail, postage prepaid, addressed to Licensee's last known address. ICTC and Licensee covenant to promptly notify the other of any action, suit, claim or threat or action of any kind arising hereunder about which their respective home offices or legal departments or attorneys in any way obtain actual knowledge.

(f) Resolution of Disputes. If a dispute arises under this Agreement, including disputes relating to any portion of an amount due to a Party, the Disputing Party shall give written notice of the dispute to the other Party. If the Parties are unable to resolve the issues within thirty (30) days after delivery of Notice, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored. The consent by ICTC to any access, use or occupation of the Premises by any party other than Licensee shall be at ICTC's sole discretion. If the designated representatives have not reached resolution of the dispute within thirty (30) days, either Party may exercise any other remedy available at law for resolving the dispute.

If discussion between the Parties' designated representatives have not reached resolution of a dispute arising under this Agreement within thirty (30) days as provided above, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties or at the direction of the arbitrator. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Chicago, Illinois unless otherwise agreed to by the Parties. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.



(g) Counterparts and Fax. This document may be executed in counterparts, each of which taken together shall constitute one instrument. In addition, to the extent that this Agreement is transmitted by fax machine, the sender of such fax transmission hereby adopts as his/her original signature the signature appearing thereon as reproduced by the fax machine receiving such transmission. The sender of the faxed document hereby acknowledges that the paper transmitted through the fax machine and the printout from the receiving fax machine (including, without limitation, any complete photocopy thereof) is a counterpart original of this document. Further, the sender of the faxed document acknowledges that this document has been duly and validly executed by the undersigned and that this document is enforceable in accordance with its terms.

(h) Waivers. The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement in each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

(i) Amendments. No subsequent agreement between Licensee and ICTC concerning the Licensee Equipment, the Premises or Service shall be effective or binding unless it is made in writing, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied or incorporated by reference herein.

(j) Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns; provided, however, Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of ICTC.

(k) Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement will be in writing and will be sufficiently given if delivered in person, transmitted via facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery), or sent by registered or certified mail, postage prepaid, or recognized overnight courier service addressed as follows:

- If to Licensee:  
Bob Seger  
Vendor Relations  
Kentucky Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715  
Telephone: 812-253-7000

with a copy to:

John Chuang  
Corporate Counsel  
Kentucky Data Link, Inc.  
8829 Bond St.  
Overland Park, KS 66214

- If to ICTC:  
Illinois Consolidated Telephone Company  
350 South Loop 336W  
Conroe, TX 77304  
Attention: Michael Shultz  
Telephone: 214-774-3272  
Facsimile: 214-774-3031

with a copy to:



# Consolidated<sup>®</sup> communications

Consolidated Communications, Inc.  
1400 Avenue A  
Katy, TX 77493-1949  
Attention: Joanie Ferrance  
Telephone: 281-396-5908  
Facsimile: 281-396-4763

(l) Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

(m) Attorneys' Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

(n) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior arrangements or understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have signed this Agreement in duplicate on the Effective Date.

**Illinois Consolidated Telephone Company**

By: \_\_\_\_\_

*Michael Schultz*

Name: \_\_\_\_\_

*Michael Schultz*

Title: \_\_\_\_\_

*Vice President*

**Kentucky Data Link, Inc.**

By: \_\_\_\_\_

*John C. Greenbank*

Name: \_\_\_\_\_

*John C. Greenbank*

Title: \_\_\_\_\_

*President*



## Exhibit A

### TECHNICAL SPECIFICATIONS FOR SERVICE

#### ICTC Standards, Descriptions & Tasks

##### AC Power

- AC power is provided if available and requested by Licensee. All AC power is provided in pre-determined increments based on requested site. All breakers are 80% rated, thus requiring Licensee to request breaker sized 20% larger than expected usage.
- Convenience Outlet Power is for temporary powering of portable test equipment and utility lighting, not for powering permanently located equipment.

##### Environmentals

- Ambient temperature will be maintained by ICTC between 70-75°F with an objective of 40-60% humidity

##### Miscellaneous

- Pre-action dry pipe sprinkler system, Halon or FM200, in accordance with Section 5(c) of this Agreement. Smoke and fire alarms monitored by ICTC.
- Lighting.
- Ground Bus and cable connection.
- Grounding conductor will be supplied by ICTC between the bus bar and the Licensee Equipment.
- Power cabling between ICTC and Licensee.
- General and administrative services directly relating to the provision of the above listed Services.



**Exhibit B**

**ESCORT/HANDS AND EYES SERVICES**

Scope

Escort/Hands and Eyes Services may include the following:

- Escort Services apply at all times Licensee requires physical access to the Premises. Forty-eight (48) hour notice minimum for scheduled maintenance is required.
- Reseating cables.
- Reporting the status of LED indicators.
- Rebooting equipment.
- Periodic testing between Licensee and ICTC to confirm compliance within the parameters established when the service commenced.
- Grooming or re-grooming of T-1's, PRI's or any other special circuits, which services will be charged at the rates defined in the rate section.

Licensee shall be responsible for any training associated with supporting the Licensee Equipment, including the cost of the training, travel, and hourly labor rate. Licensee shall also be responsible for providing detailed installation documentation (DPAC's) for each project; that documentation must be site-specific and outline all of the work requested by Licensee.

Rates

All Escort/Hands and Eyes Services will be billed on a time and materials basis at the following hourly Technician Labor Rates. The hourly rates shown below will be adjusted upward by the same percentage as any percentage increase in ICTC's hourly labor wage rates paid to its technicians taking effect during the Service Term of this Agreement.

**ESCORT/HANDS AND EYES RATE SHEET**

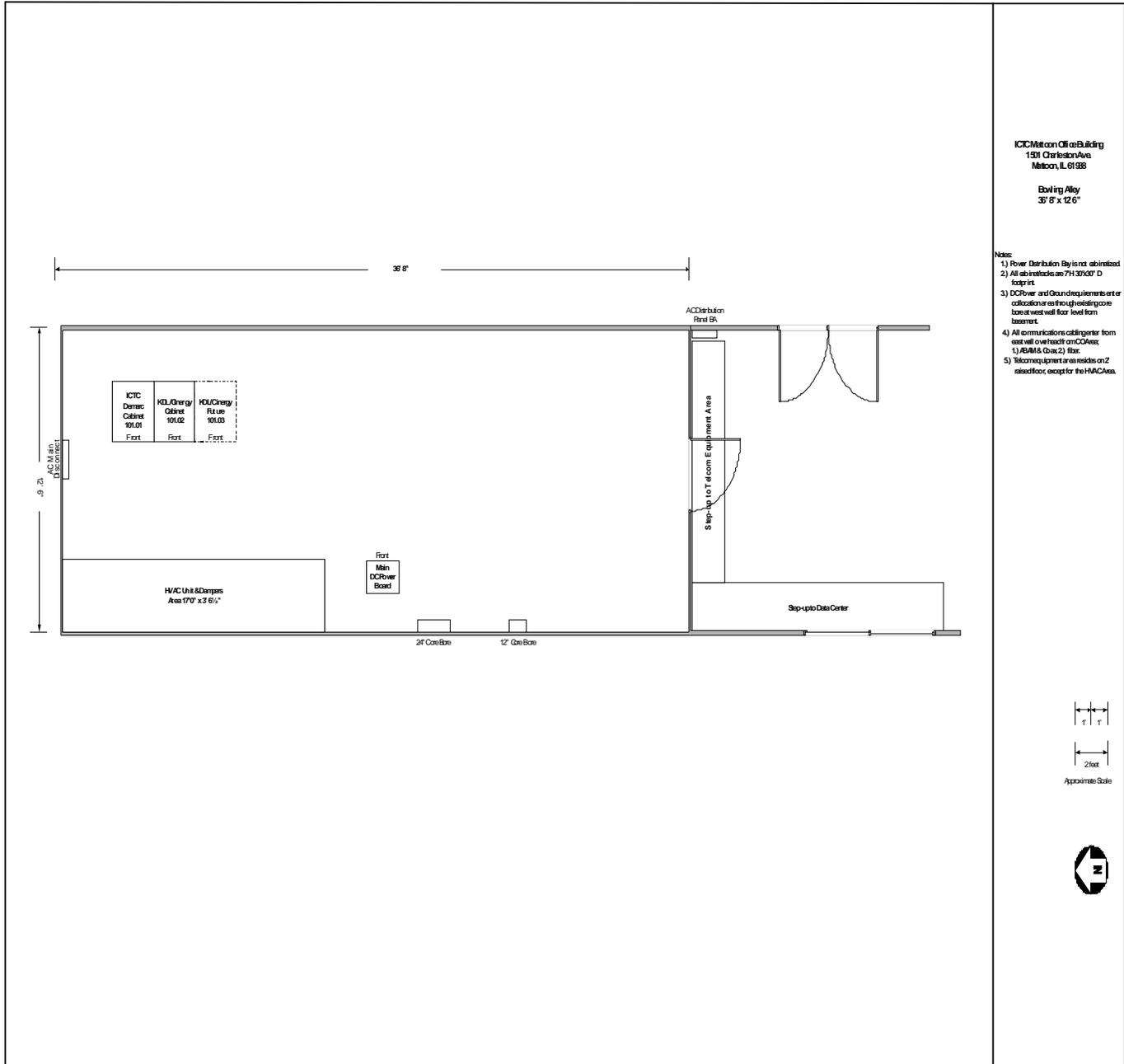
<b>HOURS</b>	<b>MONDAY TO FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY/HOLIDAY</b>
8 AM TO 5 PM	\$79.00	\$118.50	\$158.00
Non-Business Hours	\$118.50	\$118.50	\$158.00

Billing is portal to portal with one (1) hour minimum, and with 15 minute increments thereafter during normal business hours. After hours call-out, two (2) hour minimum applies.

Notification

Licensee will initiate Escort/Hands and Eyes Services for support by contacting ICTC Licensee Service Group. Licensee will be responsible for identifying the type of trouble and the location requiring support or Escort. ICTC Licensee Service will open a Trouble Ticket and refer the work request to ICTC Central Dispatch. ICTC will instruct and dispatch the applicable site/on-call technician in accordance with work hour procedures in place at the time of referral. Upon arrival on site, the ICTC technician will call Licensee's contact number and will stand by for instructions. The ICTC technician will continue to work with Licensee until it is reasonably necessary to complete the job and/or until released by Licensee. The Licensee Service Group will provide closure to Licensee upon completion. All "Call Outs" will be in accordance with the ICTC Escalation List and notification procedures.

**Exhibit C  
EQUIPMENT LOCATION  
FLOOR PLAN**





**Exhibit D**

**RECURRING AND NONRECURRING CHARGES**

Licensee:            Kentucky Data Link, Inc.

Licensor:           Illinois Consolidated Telephone Company (ICTC)

Description of License & Fees:

Illinois Consolidated Telephone Company (ICTC) will provide Licensee approximately 6 ¼ sq ft of floor space per cabinet supplied on the first floor of the Mattoon office building located at 1501 Charleston Avenue, Mattoon, IL 61938. Licensee will use this space to locate certain telecommunications equipment.

LICENSEE has established minimum general floor space requirements as follows:

- Space reserved    As of the Effective Date of this Agreement, Licensee has reserved an approximate total of 12.5 sq ft of floor space and 2 Cabinets.

ICTC will provide the requested floor space with the minimum requirements stated above, in addition to other requirements ICTC deems necessary to prepare the floor space. The following rates will apply:

Non-recurring Charges*:	TBD
Administration, Project Management, Engineering and Legal	TBD
Cabinet and DC Power Installation	TBD

\*As of the Effective Date of this Agreement, Licensee has previously paid the applicable Non-recurring Charges for Cabinets and Floor Space that Licensee has reserved. Should Licensee request additional Floor Space and Cabinets during the Initial Term or a Renewal Term of this Agreement, and the requested Floor Space and Cabinets are available, the Non-recurring Charges will be determined by agreement at that time.

Non-recurring Charges become due and payable at time of execution of the Agreement for Services and prior to start of construction to meet general floor space requirements.

Recurring Monthly Service Fee:	
Cabinet Space per Cabinet	\$1443.73**
Power usage/HVAC usage and equipment per Cabinet (excludes AC Electrical Power Usage)	\$ 335.94**
AC Electrical Power Usage	\$ 286.77***
Floor Space Rental per Cabinet	\$ 44.88**
Reserve Floor Space per Cabinet	\$ 44.88**
Fiber Tie Cabling	\$ 22.96**

\*\* This fee shall be increased cumulatively by 3% effective on the first day of each Renewal Term.

\*\*\* This fee shall be adjusted effective January 1 of each year during the Initial Term and each Renewal Term based on application of current cost information to the Electrical Cost formula shown below in this Exhibit D.

One-time Modification Fee: \$6000.00

Modification Fee is applied at each occurrence of a modification to, or cancellation of the general floor space requirements stated above following ICTC receipt of the Services Request Form (Ref Addendum 2). The Modification Fee shall be increased cumulatively by 3% effective on the first day of each Renewal Term.



**Exhibit D, continued**

AC Power Usage Formula:

AC Electrical Cost

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A	Amperage usage of equipment (capacity of rated circuit)	30	
B	Voltage rating of equipment	52.8	
$C=A*B/1000$	<i>Equipment power requirement (in Kilowatts)</i>		
C	Equipment power requirement (Kilowatts per hour)	1.584	
D	Rectifier Efficiency	1.18	
$E=C*D$	<i>Hourly Usage</i>		
E	Hourly Usage	1.86912	
F	Hours per day	24	
G	Days per month (average month)	30.42	
$H=E*F*G$	<i>Monthly usage</i>		
H	Monthly usage (Kilowatt Hours)	1,364.61	
I	Hourly cost per Kilowatt hour	.0934	
$J=H*I$	<i>Monthly power cost for capacity of rated circuit</i>		
J	Monthly power cost for capacity of rated circuit		\$127.45
K	Power Factor for HVAC AC usage	1.25	
$L=J*K$	<i>Monthly power cost for HVAC AC usage</i>		
L	Monthly power cost for HVAC AC usage		<u>\$159.32</u>
$K=H+J$	<i>Total Power Usage Cost</i>		\$286.77



**ADDENDUM 1**

**RESERVED**

## ADDENDUM 2

Account Name: _____ Account #: _____ W.O./S.O. #: _____	 <b>Service Request Form</b>	Location: _____ of _____ Page: _____ of _____ Date: _____
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ORDER TYPE			
Quote/Inquiry: <input type="checkbox"/>	New: <input type="checkbox"/>		
Customer PON: _____	Sup: <input type="checkbox"/>		
Change: <input type="checkbox"/>	Cancel: <input type="checkbox"/>		
CUSTOMER INFORMATION (Authorizing Agent)			
Customer Name: _____	Alternate Contact: _____		
Customer Address: _____	Alternate Phone: _____		
CITY: _____ STATE: _____ ZIP: _____	Alternate Fax: _____		
Primary Contact: _____	Alternate Email: _____		
Primary Contact Phone: _____	Tech Contact Name: _____		
Primary Contact Fax: _____	Tech Contact Phone: _____		
Primary Contact Email: _____	Tech Contact Fax: _____		
	Tech Contact E-Mail: _____		
SITE INFORMATION			
Site(s): _____	Date Service Requested: _____		
Address _____ City _____ State _____ Zip _____ County _____	Term: _____		
SPACE AND POWER INFORMATION			
Space Requirements:	Space Identification (existing): _____		
Rack: <input type="checkbox"/> Qty: _____ Size: _____	Fuse and/or Alarm Panel:		
Cabinet: <input type="checkbox"/> Qty: _____ Size: _____	Customer Supplied <input type="checkbox"/> ICTC Supplied <input type="checkbox"/>		
Cage: <input type="checkbox"/> Size: _____ # of Racks: _____	DC Requirements (-48 Volt):		
AC Requirements:	Total DC Amps Needed: _____		
Total AC Amps Needed: _____	Number of A&B Feeds (A&B=1): _____		
Type of Feeds: <input type="checkbox"/> A Only <input type="checkbox"/> A & B			
CIRCUIT REQUIREMENTS (from Colo into Network)			
NETWORK AND ACCESS SERVICES (Informational)			
CROSS-CONNECT INFORMATION			
EQUIPMENT			
Vendor	Model	Qty.	Equipment Electrical APH/BTU Rating
ADDITIONAL COMMENTS			

<b>CUSTOMER</b> Requested By: _____ Date Requested: _____	<b>ILLI</b> Approved By: _____ Date Approved: _____ Quote #: _____
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Revised 12/29/08