

FIRST AMENDMENT TO THE
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 AND
WAIVER

This First Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 and Waiver (the "Amendment") is dated as of November 24, 1999 (the "Amendment Effective Date") by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of and as an agent of Ameritech Illinois, with its principal offices at 350 North Orleans, Chicago, Illinois 60654 ("Ameritech") and Essex Telcom, Inc., an Illinois corporation with offices at 2 East Third Street, Stirling, Illinois 61081 ("Requesting Carrier").

WHEREAS, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 executed as of August 10, 1999 (the "Agreement");

WHEREAS, the Federal Communications Commission ("FCC") on March 31, 1999 released its First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147, in the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability (the "First 706 Order"), wherein the FCC adopted several measures to promote competition in the advanced services market, including adopting additional rules applicable to Collocation and spectrum comparability;

WHEREAS, notwithstanding that Section 29.3 of the Agreement requires a final and nonappealable order prior to a Party's obligation to amend the Agreement to reflect the rates, terms and conditions of the First 706 Order, Ameritech has agreed to waive the requirement of a final and nonappealable order on a limited basis as set forth herein;

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the First 706 Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 DEFINED TERMS; INTERPRETATION

Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement. References herein to Articles, Sections, and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, the Agreement, unless the context shall otherwise require.

2.0 AMENDMENTS TO THE AGREEMENT

Subject to Section 4.0, on and after the Amendment Effective Date, the Agreement is hereby amended as follows:

2.1 Article XII of the Agreement, including any Schedules referenced therein, is amended in its entirety by substituting the language set forth on Attachment A in lieu thereof

2.2 Schedule 1.2 to the Agreement is amended by adding thereto in appropriate alphabetical order the following:

“DSL” means Digital Subscriber Line.

“Preparation Charges” means those charge applicable to the preparation of Ameritech’s Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech’s or Requesting Carrier’s) would not (x) violate any local or state law, rule or ordinance (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or (y) void Ameritech’s warranty on proximate equipment.

2.3 Schedule 9.2.1 to the Agreement is amended by

(a) deleting therefrom the “.” at the end of the last sentence of the definition of “2-Wire ADSL-Compatible Unbundled Local Loop” or “ADSL 2W” and adding the following at the end thereof:

or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications.

(b) deleting therefrom the “.” at the end of the last sentence of the definitions of “2-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 2W” and “4-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 4W” and adding the following at the ends thereof:

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or where existing copper facilities can be conditioned to meet the applicable technical standards.

2.4 Schedule 9.5 to the Agreement is amended by inserting the following new Sections 2.1.4 to 2.1.6:

2.1.4 If Requesting Carrier requests Ameritech to provide an unbundled Loop that supports a technical standard identified for an unbundled Loop as set forth on **Schedule 9.2.1**, and the provision of such unbundled Loop requires conditioning to meet such technical standard, Requesting Carrier shall **first** approve and then pay for any charges for Ameritech to condition such Loop. Conditioning charges shall be in addition to any other charges (e.g., monthly recurring, service order, etc.) applicable to the provisioning of such unbundled Loop.

2.1.5 Ameritech makes no representation, warranty or guarantee and Requesting Carrier receives no representation, warranty or guarantee with respect to any unbundled Loops ordered by Requesting Carrier for the provision of DSL-based or other advanced services that do not conform to the technical standards described for each unbundled Loop described on **Schedule 9.2.1**.

2.1.6 If Requesting Carrier provisions unbundled Loop technologies described on **Schedule 9.2.1**, Requesting Carrier shall assume full and sole responsibility for any Loss, damage, **service interruption** or other service or product degradation effects and will indemnify and hold Ameritech harmless for any Loss to Ameritech or its facilities, including any Consequential Damages made upon Ameritech by any provider or telecommunications user if such Loss, damage, service interruption or other degradation effects, arises out of, or results from, the use of such unbundled Local Loop technologies. Further, Requesting Carrier agrees that it will undertake to defend Ameritech against and assume payment for any Loss arising out of any such Claims made against Ameritech resulting from Requesting Carrier's provisioning of services using such unbundled Loop technologies.

2.5 Item VII to the Pricing Schedule is amended by inserting the rates set forth on Attachment B hereto.

3.0 LIMITED WAIVER

By executing this Amendment, Ameritech waives the requirement of a **final and nonappealable** order under **Section 29.3** as a condition precedent to amend the Agreement to reflect the First 706 Order. Ameritech's waiver of a final and nonappealable order as a condition precedent to amend the Agreement by virtue of an Amendment to the Act, as required by **Section 29.3**, is a limited waiver

and shall not be construed as a continuing or **future** waiver of such condition or right of **Ameritech** to require a final and nonappealable order with respect to any other Amendment to the Act.

4.0 RESERVATION OF RIGHTS

4.1 By executing this Amendment, Ameritech does not waive and specifically reserves its full rights to appeal or seek review of any aspect of the First 706 Order before the FCC, the Commission or to a court of competent jurisdiction. Neither Ameritech's execution of this Amendment nor its compliance with the terms and conditions of this Amendment shall be construed as or is intended to be a concession or admission by Ameritech that any provision in this Amendment complies with the rights and duties imposed by the Act.

4.2 Notwithstanding anything to the contrary in the Agreement or this Amendment, if the FCC, the Commission, a court or other tribunal of competent jurisdiction (e.g., OMB) issues an order or decision modifying the First 706 Order, or any of the Parties respective rights or obligations thereunder (a "Modifying Order"), either Party shall, upon written notice to the other Party, have the right to require that the Agreement be amended to reflect such Modifying Order. The Parties agree to amend the Agreement to reflect such Modifying Order within thirty (30) calendar days of such notice. If the Parties are unable to agree on the form of an amendment within the foregoing thirty (30) day period, such failure shall be a "Dispute" and subject to the dispute resolution provisions of the Agreement.

5.0 MISCELLANEOUS

5.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.

5.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

5.3 This Amendment may be executed in counterparts, each **of which** shall be deemed an original but all of which when taken together shall constitute a single agreement.

5.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

ESSEX TELCOM, INC.

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of and as agent for Ameritech Illinois

By: *Marc Wolens*
Printed: MARC WOLENS

Title: *President*

By: *Anne L. Zaczek*
Printed: Anne L. Zaczek

Title: VP - Finance

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.1 Access to Collocation.

12.1.1 **General.** Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

12.1.2 **Non Discriminatory Basis.** Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that Ameritech provides to itself, its subsidiaries, **Affiliates** or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.2 **Standard Collocation Offerings.** Subject to Section 12.1 and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this Section 12.2. Any request by Requesting Carrier for Ameritech to provide a Collocation method (or increment of space) not described in this Section 12.2 shall be made pursuant to Section 12.3.

12.2.1 **Ameritech Physical Collocation Service.** Upon request, Ameritech shall provide Requesting Carrier Ameritech Physical Collocation Service ("**APCS**") in any Unused Space. APCS is available in increments of one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. If Requesting Carrier wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of Section 12.2.3 and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change Ameritech's records and databases to reflect such conversion to **Shared** Cage Collocation.

12.2.2 **Cageless Physical Collocation**. Upon request, Ameritech shall provide Requesting Carrier **Cageless** Physical Collocation in any Unused Space. Ameritech's standard offering of **Cageless** Physical Collocation is available in increments of one (1) bay, or single rack, of equipment. The rates set forth in this Agreement correspond to the Collocation of a bay with (i) dimensions seven (7) feet high, twenty-three (23) inches wide and one (1) foot deep (a "Standard Bay") and (ii) surrounding standard access space requirements for minimum three (3) inch spacers between bays, aisles and common area for facility placement (with the Standard Bay, a "Standard Bay Footprint"). If Requesting Carrier wishes to collocate a rack or bay with dimensions different than a Standard Bay or requests floor space greater than the Standard Bay Footprint, Requesting Carrier shall request same via an NSCR (as defined in **Section 12.3**). Requesting Carrier may, at its option and expense, provide a lockable enclosure for its bay(s) so long as such enclosure does not exceed the Standard Bay dimensions. For safety purposes, in no event shall any of Requesting Carrier's equipment protrude outside of its bay. Requesting Carrier shall have direct access to its **Cageless** Physical Collocation and Ameritech shall not require construction of a new and separate entrance to Requesting Carrier's **Cageless** Physical Collocation; provided, that the foregoing limitation shall not preclude Ameritech **from** assigning Requesting Carrier **Cageless** Physical Collocation accessed by a separate entrance or door or constructing same so long as Requesting Carrier has access to such space, subject to **Section 12.10.2**, twenty-four (24) hours a day, seven days a week ("24 x 7") and such separate entrance does not delay Requesting Carrier's Collocation or increase the cost for Requesting Carrier to Collocate (excluding any permitted recovery of costs attributable to reasonable security measures). Ameritech may, at its option, take reasonable security measures to protect its own equipment and network, such as enclosing same with a partition or cage separating it from **Cageless** Physical Collocation. If there is not sufficient space for Ameritech to **protect** its equipment from Requesting Carrier with a partition or cage, Ameritech may separate its equipment **from** Requesting Carrier's equipment by tape/paint on the floor or other markings that are not physical separations. In no event may Requesting Carrier traverse such separation nor may Requesting Carrier access Ameritech's Main Distribution Frame, cross-connect **frames** or other equipment.

12.2.3 **Shared Caged Collocation**.

- (a) Upon request, Ameritech shall provide Requesting Carrier Shared Caged Collocation in any Unused Space. "Shared Caged Collocation" is caged Physical Collocation space shared by Requesting Carrier and one or more competitive Local Exchange **Carriers ("CLEC")** pursuant to terms and conditions agreed upon by such carriers. Requesting Carrier may request that Ameritech provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space ("**New Shared Collocation**") or (ii) a request by Requesting Carrier to enter into a sublease arrangement with

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another CLEC in Requesting Carrier's existing Physical Collocation ("Subleased Shared Collocation"). In each Shared Caged Collocation arrangement, Ameritech's single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in **subsection (b)** below) shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this **Article XII** each carrier (including Requesting Carrier and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator". An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and (B) signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- (b) New Shared Collocation is available in increments of **fifty** (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from Ameritech in a single application. A request and any subsequent order for **New** Shared Collocation shall be submitted by the Primary Collocator. Each request for **New** Shared Collocation shall identify each Resident Collocator and the number of bays attributable to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, Ameritech shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by Ameritech to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing **the** New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; **provided**, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and Ameritech shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, Ameritech shall bill only the Primary Collocator for, and the Primary

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Collocator shall be the primary **obligor** with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover **from** each other Resident Collocator such carrier's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. Any additional or extraordinary charges incurred to accommodate a Resident Collocator's specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. If Requesting Carrier is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Requesting Carrier is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Requesting Carrier shall require its Resident **Collocator(s)** to execute an agreement prior to the Delivery Date that, **inter alia**, requires such Resident **Collocator(s)**' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident **Collocator(s)** of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident **Collocator(s)**.

- (c) For Subleased Shared Collocation, if the Requesting Carrier is the Primary Collocator, then Requesting Carrier shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another carrier to sublease space **from** Requesting Carrier, Requesting Carrier shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, **inter alia**, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident **Collocator(s)** of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident **Collocator(s)**. If Requesting Carrier is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

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- (d) Requesting Carrier represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **Section 12.4** and which is necessary to Interconnect with Ameritech or for access to Ameritech's unbundled Network Elements. Ameritech shall provide Requesting Carrier access to Ameritech's unbundled Network Elements and permit Requesting Carrier to Interconnect its network with Ameritech ~~from~~ Shared Caged Collocation, regardless if Requesting Carrier was the original Collocator. Requesting Carrier, however, shall have no right to request and Ameritech shall have no obligation to provide Requesting Carrier's Resident Collocators access to Ameritech's unbundled Network Elements or Ameritech's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 2511252 agreement or tariff, as applicable) with Ameritech.
- (e) As a condition of entering into Shared Caged Collocation, Requesting Carrier agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees Ameritech the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one carrier remains in the Shared Cage Collocation, that carrier shall become the **Primary Collocator**. Ameritech shall bill the new Primary Collocator any applicable charges to change Ameritech's records and databases to reflect such new Primary Collocator.
- (f) Any obligation of Ameritech under this **Article XII** (and any schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

12.2.4 **Virtual Collocation**. Upon request, Ameritech shall provide Requesting Carrier Virtual Collocation in any Unused Space. If Requesting Carrier wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an NSCR. Requesting Carrier shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Requesting Carrier's equipment. Requesting Carrier cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "m-place" conversion of Virtual Collocation to

Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Requesting Carrier's Virtual Collocation bays in its switch line-up, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

12.3 Non-Standard Collocation Requests.

12.3.1 **Non-Standard Collocation Request**. Subject to **Sections 12.3.1** and **12.3.2** Requesting Carrier may request Ameritech to provide a Collocation method (or an increment of space) not described in **Section 12.2** by submitting to Ameritech a Non-Standard Collocation Request in the form set forth on **Schedule 12.3** (an "NSCR"). Collocation requested via an NSCR shall (i) be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, provision and bill such Collocation method, (ii) be excluded from any standard provisioning intervals or performance credits contained in this Agreement and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Requesting Carrier **confirms** its order pursuant to the NSCR.

12.3.2 **Adjacent Collocation** If and only if there is no Unused Space for Physical Collocation, Requesting Carrier may submit to Ameritech an NSCR that requests Ameritech to provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Agreement, "Adjacent Collocation" shall mean Collocation on Ameritech's property in adjacent controlled environmental vaults or similar structures (collectively, an "Adjacent Structure"). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Requesting Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall have no obligation to consider or process an NSCR for Adjacent Collocation until Requesting Carrier has secured and provided Ameritech evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Requesting Carrier seeks to locate such Adjacent Structure is not owned by Ameritech, such owner or landlord. Requesting Carrier shall not place any **signage** or marking of any kind on a Adjacent Structure or on the Ameritech grounds surrounding the Adjacent Structure. If space becomes available in Ameritech's Premises, and Requesting Carrier elects to

order Collocation in such Premises in lieu of its Adjacent Collocation, then Requesting Carrier shall remove its Adjacent Structure at its expense no later than sixty (60) days after Requesting Carrier's "replacement" Collocation within Ameritech's Premises becomes operational.

12.3.3 **ILEC Collocation.** Requesting Carrier may also request via an NSCR that Ameritech offer Requesting Carrier a collocation arrangement not offered in this **Article XII** but that has been made available by another incumbent LEC ("**ILEC Collocation**"). A request for ILEC Collocation is available subject to space and technical limitations.

12.4 Eligible Equipment for Collocation.

12.4.1 **Types of Equipment.** (a) Requesting Carrier may Collocate equipment necessary for Interconnection with Ameritech or access to Ameritech's unbundled Network Elements and any equipment necessary for the foregoing purposes if such equipment has built-in switching or routing features and functions or enhanced services functionalities. Requesting Carrier shall not Collocate equipment that is not necessary for either access to Ameritech's unbundled Network Elements or for Interconnection, including equipment used exclusively for switching or for enhanced services. Further, Requesting Carrier (and, for Shared Caged Collocation, Resident Collocators) may not Collocate cross-connect panels or cross-connect blocks in quantities greater than Collocated equipment will support (individually or in the aggregate). As used in this **Section 12.4.1** "built-in" means that a single piece of equipment has multiple functions (e.g. multiplexing and switching) but specifically does not permit Requesting Carrier to Collocate equipment that has stand-alone switching or enhanced service functionality that is then connected in Ameritech's Premises to other equipment necessary for Interconnection with Ameritech or access to Ameritech's unbundled Network Elements.

(b) Equipment necessary for Interconnection with Ameritech and access to Ameritech's unbundled Network Elements includes:

- (1) OLTM equipment;
- (2) Multiplexers, including asynchronous transfer mode ("ATM") multiplexers;
- (3) Digital Cross-Connect Panels;
- (4) Optical Cross-Connect Panels;
- (5) Digital Loop Carrier;
- (6) Digital Subscriber Line Access Multiplexers ("**DSLAM**");
- (7) Data over voice equipment;
- (8) Equipment used for signal regeneration ("**hubbing equipment**");
- (9) Routers;
- (10) Remote Switching modules ("**RSM**"); provided that such RSM is not used as a stand-alone switch and reports back to a host switch, and

- (11) Any other transmission equipment collocated as of August 1, 1996 necessary to terminate basis transmission facilities pursuant to 47 C.R.F. §§ 64.1401 and 64.1402.

12.4.2 **Safety Standards**. (a) All equipment to be Collocated in Ameritech's Premises must comply, as of the date such equipment is installed in Ameritech's Premises, with then current (i) **Bellcore** Network Equipment and Building Specifications ("WEBS") Level 1 requirements, (ii) NEBS **EMI** emissions requirements, as stated in **GR-1089-CORE**, Criteria [IO], (iii) NEBS Corrosion requirements, as stated in **GR-1089-CORE**, Criteria [72, 73], if such equipment has an electrical connection to outside plant and (iv) safety requirements as Ameritech may reasonably deem applicable to protect Ameritech's Premises and equipment and Other Collocator's equipment; **provided** such safety requirements are applied on a nondiscriminatory basis (items (i) - (iv) above collectively referred to as the "Safety Standards").

- (b) If Ameritech denies Collocation of Requesting Carrier's equipment in an Ameritech Premises, citing Safety Standards, Ameritech will provide within five (5) Business Days of Requesting Carrier's written request to the Ameritech representative(s), identified on **TCNet**, a list of all Ameritech network equipment that Ameritech has placed within the network areas of such Premises within the twelve (12) month period preceding the date of Ameritech's denial of Requesting Carrier's equipment, together with an affidavit attesting that the Ameritech network equipment on such list meets or exceeds the Safety Standard(s) that Ameritech contends Requesting Carrier's equipment fails to meet.
- (c) If Requesting Carrier fails to provide **Ameritech** accurate and complete NEBS data sheets and other applicable or relevant information prior to the Occupancy Date to **confirm** that its equipment complies with the Safety Standards, Requesting Carrier shall not be permitted to install such equipment in Ameritech's Premises.

12.4.3 **Equipment Compliance**. (a) Except as provided in **Section 12.4.3(b)** below, prior to placing its Collocation equipment in its Collocation space, Requesting Carrier shall submit to Ameritech a list and description of the equipment Requesting Carrier wishes to place in its Collocation space so that Ameritech can confirm that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**. Requesting Carrier shall provide, at a minimum, the following information with respect to each piece of equipment it intends to Collocate in Ameritech's Premises:

- (1) Name of Hardware and Software Manufacturer;
(2) Model and Release Number; and

- (3) Third-party certification by an independent qualified testing facility and any necessary documentation that evidences compliance with the standards set forth in **Section 12.4.2**.

Ameritech will review and confirm or deny Requesting Carrier's list and description of equipment within ten (10) Business Days after Ameritech receives an accurate and complete list (i.e., all information is completed and any necessary documentation is attached). Requesting Carrier shall not place its Collocation equipment in its Collocation space until Requesting Carrier receives Ameritech's written confirmation that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**.

(b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this **Section 12.4**. If Ameritech does maintain such a webpage of approved equipment, Requesting Carrier need not obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as "approved" on such webpage. Instead, at the final walkthrough, Requesting Carrier shall provide Ameritech written certification that any equipment to be placed in its Collocation space for which pre-certification was not received pursuant to **Section 12.4.3(a)** is listed as "approved" equipment on the then-current Collocation webpage.

12.4.4 **Disputes on Eligible Equipment**. If Ameritech denies Requesting Carrier the ability to Collocate equipment on the grounds that such equipment does not comply with the requirements of this **Section 12.4**, such denial shall be deemed a Dispute and shall be subject to the provisions of **Section 28.3**.

12.5 **Transport Facility Options**. For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transport facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transport facilities and terminate those transport facilities in its equipment located in its Collocation space at Ameritech's Premises.

12.6 **Interconnection with other Collocated Carriers**. Upon placement of a service order, Ameritech shall permit Requesting Carrier to Interconnect its network with that of another Collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier ("Carrier Cross-Connect Service for Interconnection" or "**CCCSI**") only if Requesting Carrier and the other collocating Telecommunications Carrier's Collocated equipment are used for Interconnection with Ameritech or to access Ameritech's unbundled Network Elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) or request Ameritech to provide such connection between the two carriers' Collocated equipment

via Ameritech's Cross-Connect Service for Interconnection ("**ACCSI**"). If Requesting Carrier provides CCCSI, such CCCSI (i) must, at a minimum, comply in all respects with Ameritech's technical and engineering requirements and (ii) shall require Requesting Carrier to lease Ameritech cable rack **and/or** riser space to carry the connecting transport facility. The rates for ACCSI and leasing of cable rack and riser space are set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another Collocating Telecommunications Carrier pursuant to this **Section 12.6**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXIV** and **Section 12.10.7**, indemnify Ameritech for any Loss arising **from** Requesting Carrier's installation, use, maintenance or removal of such connection with the other Collocating Telecommunications **Carrier**, to the extent caused by the actions or inactions of Requesting Carrier or its agents, including the other Collocating carrier.

12.7 Interconnection Points and Cables.

Ameritech shall:

12.7.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.7.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least **two** (2) of those entry points; and

12.7.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is **first** approved by the Commission.

12.8 Space Exhaustion.

12.8.1 Ameritech shall post on a publicly available Internet site, a document (the "Exhaustion Report") that identifies each Ameritech Premises for which Physical Collocation is unavailable because of space limitations. Ameritech will update the Exhaustion Report to add additional Premises that run out of Physical Collocation space and to remove Premises in which **Physical** Collocation becomes available within ten (10) Business Days of the date on which space **becomes** exhausted or available, as applicable, at such Premises. Ameritech **will** recover from Requesting Carrier its costs to provide the Exhaustion Report in the manner determined by the Commission.

12.8.2 (a) Upon Requesting Carrier's order, Ameritech shall provide Requesting Carrier a report (the "Premises Report") that includes for a specific Premises:

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- (1) the amount of Physical Collocation Space available in that Premises;
- (2) the number of Telecommunications Carriers Physically Collocated in that Premises at the time of such request;
- (3) any modifications in the use of space in that Premises since Ameritech last provided a report on such Premises; and
- (4) any measures Ameritech is taking to make additional space available in that Premises for Physical Collocation.

Premises Reports shall be ordered by noting so in the Remarks section of the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered. A Premises Report shall be deemed Proprietary Information of Ameritech and subject to the terms, conditions and limitations of **Article XX**.

- (b) The intervals for delivering a Premises Report are as follows:

Number of Premises Reports Requested within a Five (5) <u>Business Day Period</u>	Premises Report <u>Delivery Interval</u>
1-5	Ten (10) Business Days
6-20	Twenty-Five (25) Business Days

If Requesting Carrier requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval, will be increased by five (5) Business Days for every **five (5)** additional Premises Report requests or fraction thereof.

- (c) Requesting Carrier shall compensate Ameritech on a time and materials basis for each Premises Report ordered, such charges to be determined in accordance with Section 252(d) of the Act (including any applicable contribution).

12.8.3 If Ameritech denies a request for Physical Collocation because of space limitations in a given Premises, Requesting Carrier may request that Ameritech provide a tour (without charge) of such Premises **within** ten (10) Business Days (or such later date as mutually agreed) of **Requesting Carrier's** written request for such tour, delivered to the Ameritech representative(s) identified on **TCNet; provided, however**, that Ameritech shall not be required to provide a tour of any Premises that is listed in the Exhaustion Report if the Commission or an independent third party auditor has confirmed that Physical Collocation space is unavailable in such Premises because of space limitations or is otherwise not practicable. Each request for a Premises tour must include (i) the Premises where Physical Collocation was denied, (ii) the date

of such denial and (iii) the applicable Ameritech order numbers. Requesting Carrier shall be permitted to tour the entire Premises, not just the room in which space was denied and may bring not more than two (2) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to Ameritech Ameritech's standard nondisclosure agreement. In no event shall any camera or other video/audio recording device be brought on or utilized during any tour of an Ameritech Premises.

12.84 At the request of the Commission or Requesting Carrier, Ameritech shall remove any obsolete and unused equipment (e.g., "retired in-place") from its Premises. Ameritech shall be permitted to recover the cost of removal and/or relocation of such equipment if Ameritech incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.85 If Ameritech denies Requesting Carrier's Physical Collocation request because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of space was proper, Ameritech shall, in connection with any complaint filed by Requesting Carrier, file with the Commission detailed floor plans or diagrams of such Premises, subject to protective order.

12.9 Allocation of Collocation Space.

12.9.1 After Requesting Carrier is occupying Physical Collocation space in a given Premises, Requesting Carrier may reserve additional Physical Collocation space for its future use in that Ameritech Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space. As used in this **Article XII**, "space" shall refer to, as applicable, floor space or bays.

12.9.2 Ameritech shall not be required to lease or construct additional space in its Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Requesting Carrier will provide Ameritech with a two(2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will

attempt to deliver Collocation pursuant to Requesting Carrier's forecasts to the extent that Collocation space is then available.

12.10 Security Arrangements.

12.10.1 **General Security Arrangements.** The following security arrangements shall apply to Requesting Carrier's access to and use of Ameritech's Premises for Collocation. Each of the below security arrangements are intended to protect Ameritech's network and equipment from harm, and to **ensure** network security and reliability. Ameritech shall not impose security requirements that result in increased Collocation costs unless such security requirements have concomitant benefits of providing necessary protection of Ameritech's equipment. If, at any time after the Amendment Effective Date, Ameritech imposes more stringent security arrangements upon its employees or its authorized vendors, Ameritech shall provide written notice to Requesting Carrier of such new security arrangements and the Parties shall execute an amendment to this Agreement to incorporate such new security arrangements, with such amendment to be effective no later than thirty (30) days after Requesting Carrier's receipt of such written notice.

12.10.2 **Access to Physical Collocation.** (a) Requesting Carrier shall have 24 x 7 access to its Physical Collocation (APCS, **Cageless** and Shared) as specifically described in this **Article XII**. Subject to the last sentence of subsection (b) below, once Ameritech has implemented in an Ameritech Premises the security arrangements described in this **Article XII**, Requesting Carrier may access such Premises without an escort. However, prior to the date on which security arrangements have been implemented in specific **Premises**, security escorts shall be required, at no cost to Requesting Carrier. Requesting Carrier shall provide Ameritech with telephonic notice at the time of dispatch of Requesting Carrier's employees to an Ameritech Premises and, if possible, no less than sixty (60) minutes notice prior to arrival at such Premises.

(b) Requesting Carrier shall receive 24 x 7 access to Ameritech's Premises only after the Delivery Date of its Physical Collocation arrangement. Prior to that date, Requesting Carrier may only access Ameritech Premises for the purposes set forth in this **Article XII** (e.g., initial walk-through and acceptance walk-through) and only with an Ameritech representative. Prior to the date Requesting Carrier is provided access to its Physical Collocation, any Requesting Carrier employee seeking to access an Ameritech Premises must obtain a photo I.D. and, once access is ~~provided~~, wear such photo I.D. while in the Ameritech Premises. Until a photo I.D. is issued, **Requesting** Carrier's employees shall require a security escort in **Ameritech's** Premises, at no cost to Requesting Carrier.

(c) Ameritech (and its agents, employees, and other Ameritech-authorized persons) shall have the right to enter Requesting Carrier's Physical Collocation at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its

condition, make repairs required to be made by Ameritech, and for any other purpose deemed reasonable by Ameritech. Ameritech may also access Requesting Carrier's Physical Collocation for purpose of averting any threat of harm imposed by Requesting Carrier or its equipment or facilities upon the operation of Ameritech equipment, facilities and/or personnel located outside of Requesting Carrier's Physical Collocation. Ameritech will notify Requesting Carrier by telephone of any emergency entry and will leave written notice of such entry in the Physical Collocation. If routine inspections are required, they shall be conducted at a mutually agreeable time.

12.10.3 Physical Security Arrangements. Ameritech may, at its sole discretion, adopt reasonable security arrangements to protect its equipment, including separating its equipment with a partition, installing security cameras or other monitoring devices, badges with computerized tracking systems, photo I.D., electronic or keyed access **and/or** logs. If any of the security arrangements adopted by Ameritech require the participation of Requesting Carrier's employees (e.g., electronic access cards, or badges or photo I.D.), Requesting Carrier agrees on behalf of itself and its employees to comply with any rules applicable to such arrangements. Upon resignation, suspension, retirement or termination of any employee or technician that Requesting Carrier has secured badges or electronic access cards or keys to **Ameritech's** Premises, Requesting Carrier shall recover said badge, access cards and/or keys from such individuals and return them to Ameritech. Ameritech may bill Requesting Carrier to change locks, badges or access cards due to these items not being returned to Ameritech. Ameritech shall recover its costs **from** Requesting Carrier to install, maintain and repair any security arrangements in the **manner** (i.e., nonrecurring or recurring) determined by the Commission. Any information collected by Ameritech in the course of implementing or operating security arrangements shall be deemed "Proprietary Information" **and subject** to the terms, conditions and limitations of **Article XX**.

12.10.4 Security Checks and Training. Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Requesting Carrier a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Requesting Carrier shall apply such actions to its employees and vendors. Requesting Carrier's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide Requesting Carrier information on the **specific** type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises.

12.10.5 Breach of Security Rules. If a Requesting Carrier employee violates the security rules applicable to Ameritech's Premises, Ameritech shall have the right to

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remove such employee from the Premises immediately and thereafter refuse such employee access to Ameritech's Premises.

12.10.6 Insurance. Requesting Carrier shall **furnish** Ameritech with certificates of insurance which evidence the minimum levels of insurance set forth in **Section 19.8**, state the types of insurance and policy limits provided Requesting Carrier and name Ameritech as an additional insured. All insurance must be in effect and received on or before the Occupancy Date and shall remain in force as long as any of Requesting Carrier's facilities or equipment remain within Ameritech's Premises. If Requesting Carrier fails to maintain the coverage, Requesting Carrier hereby authorizes Ameritech, and Ameritech may, but is not required to, pay the premiums thereon, and if so, shall be reimbursed by Requesting Carrier. Requesting Carrier must also conform immediately to the recommendation(s) specific to its Collocation space, or the Ameritech Premises, in general, which are made by Ameritech's property insurance company as a result of a fire safety inspection. To the extent that these recommendation(s) also apply to Ameritech, Requesting Carrier shall only be required to conform to those recommendation(s) implemented by Ameritech. The cancellation clause on the certificate of insurance will be amended to read as follows:

“SHOULD ANY OF ~~THE~~ ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S).”

Any vendor approved by Ameritech to enter Ameritech's Premises to perform work or services for or on behalf of Requesting Carrier must also, as a condition of such approval, maintain the same insurance requirements set forth in **Section 19.8**.

12.10.7 Indemnification. In addition to its indemnity obligations set forth in **Article XXV**, Requesting Carrier shall indemnify Ameritech for any Loss to Ameritech or a third party caused in whole or in part, by acts or omissions, negligence or otherwise, of Requesting Carrier, its employees, or vendors performing work on Requesting Carrier's behalf in Ameritech's Premises, including any Loss as a result of (i) injury to or death of any person; (ii) damage to or loss or destruction of any property, real or personal, or (iii) attachments, liens or claims of material person's or laborers arising out of, resulting **from**, or in connection with any services performed on behalf of Requesting Carrier.

12.10.8 Disclaimer of Responsibility Requesting Carrier acknowledges that Ameritech provides carriers other than Requesting Carrier Physical Collocation in Ameritech's Premises, which carriers may include competitors of Requesting Carrier, and that those carriers' employees, technicians and vendors (such third party carriers, employees, technicians and vendors collectively referred to as the "Other Collocators") will access the Ameritech Premises in which Requesting Carrier's equipment is Physically Collocated.

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Requesting Carrier **further** acknowledges that Other Collocators may, if Requesting Carrier has ordered **Cageless** Physical Collocation, have access to Requesting Carrier's Collocated equipment and/or if Requesting Carrier has a form of caged Physical Collocation, have access to the area immediately surrounding the transmission node enclosure, which enclosure is a permeable boundary that will not prevent the Other Collocators from observing or even damaging/injuring Requesting Carrier's equipment, facilities or personnel. Requesting Carrier agrees that Ameritech shall have no obligation to monitor Requesting Carrier's Physically Collocated equipment and that, in addition to any other applicable limitation contained herein, Ameritech shall have no responsibility nor liability for any Loss to Requesting Carrier, its equipment or personnel with respect to any act or omission by any Other Collocators, regardless of the degree of culpability of any such Other Collocators, except if such Loss is caused by an Ameritech employee or vendor specifically performing work on Ameritech's behalf (and not an Ameritech authorized vendor that happens to be performing work for another carrier Collocated in Ameritech's Premises).

12.11 **Subcontractor and Vendor Approval.** Requesting Carrier may install and maintain its Physically Collocated equipment or, it may subcontract such responsibilities to an Ameritech-approved vendor. All installation work, whether performed by Requesting Carrier or an Ameritech-approved vendor, shall comply in all respects with Ameritech's technical, engineering and environmental requirements and is subject to Ameritech's inspection upon completion of such work. Requesting Carrier shall be solely responsible for **all** costs associated with the planning, installation and maintenance of its Collocated equipment.

12.12 **Delivery of Collocated Space.**

12.12.1 **Ordering.** (a) Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering to Ameritech a complete and accepted Collocation order form (if completed, a "Collo Order"). Each **Collo** Order shall include a Collocation Application Fee and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Requesting Carrier will require for such space, (v) the equipment to be housed in such space, (vi) Requesting Carrier's anticipated power requirements for the space, (vii) any extraordinary additions **or modifications** (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premise; to accommodate Requesting Carrier's Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing (the "**Collo** Response") as to whether the requested space and preferred method(s) of Collocation are available within the interval specified in **subsection (b)** below. If space is not available for Physical Collocation, Ameritech shall specify in its **Collo** Response to Requesting

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Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier's Co110 Order for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intraoffice facilities will be made available.

(b) Ameritech shall deliver its Collo Response to Requesting Carrier within the following intervals, which intervals commence on the day after Ameritech receives a complete and accurate Collo Order:

<u>Number of Collo Orders Submitted within Five (5) Business Days</u>	<u>Collo Response Interval</u>
1-5	Ten (10) Business Days
6-10	Fifteen (15) Business Days
11-15	Twenty (20) Business Days

If Requesting Carrier submits sixteen (16) or more Collo Orders within five (5) Business Days, the Collo Response Interval will be increased by five (5) Business Days for every five (5) additional Collo Orders or fraction thereof.

12.12.2 Physical Collocation,

- a. If space for Physical Collocation is immediately available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response to Requesting Carrier notice of such immediate availability.
- b. If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech's written consent, Requesting Carrier must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Requesting Carrier wishes to modify or change its Collo Request, Requesting Carrier must sign or initial any such modifications or changes and provide Ameritech

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a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Requesting Carrier's Collocation space until it receives a change order to amend the **Collo** Request or written confirmation that Requesting Carrier does not wish to pursue such change or modification. Failure to provide Ameritech the change order or written confirmation within the foregoing five (5) Business Day period shall be deemed a Requesting Carrier Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.

- c. Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's **Collo** Order, (ii) ninety (90) days **from** the date of the initial walk-through and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").
- d. Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- e. If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and Requesting Carrier is unable to begin installing its equipment (i.e., the defects are material) and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of $1/120$ th of its **COBO** payment for each day **after** the applicable Delivery Date that such Collocated space is not made available for installation of equipment.
- f. Ameritech may begin billing recurring charges for the Collocated space on the date such space is made available for occupancy (the "Occupancy Date"). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary for

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Interconnection with Ameritech **and/or** access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(f)**, Requesting Carrier (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, **after** vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

- g. Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**.
- h. At Requesting Carrier's request Ameritech shall provide for APCS and Shared Caged Collocation, within three (3) months after receiving Requesting Carrier's (and as applicable, each Resident Collocator's) Initial **COBO** Payment or such other reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech **cannot** feasibly provide Requesting Carrier with equipment node enclosures within the foregoing period, Ameritech shall notify **Requesting Carrier** of this fact within ten (10) Business Days from the later of (i) the walk-through and (ii) the receipt of Requesting Carrier's **Collo** Order.
- i. After Ameritech completes its preparation of the Physical Collocation space, Requesting Carrier and Ameritech will complete an acceptance walk-through. Major exceptions that are noted during this acceptance walk-through shall be corrected by Ameritech within thirty (30) days **after** the walk-through while minor exceptions shall be corrected as soon as possible, commensurate **with the** materiality of such exceptions. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier. Unless the corrections of these exceptions delay the ability of Requesting Carrier to install its equipment beyond the Delivery Date,

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Requesting Carrier shall not be entitled to a credit under **Section 12.12.2(e)** above.

12.12.3 Virtual Collocation.

- a. If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's **Collo** Order, Ameritech shall include in its **Collo** Response if the space requested is available.
- b. Ameritech shall deliver to Requesting Carrier the requested space **on or before** the later of (i) twelve (12) weeks **from** Ameritech's receipt of Requesting Carrier's **Collo** Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days **after** the initial walk-through.
- c. Virtual Collocation **space ordered by** Requesting Carrier will be **made available** to Requesting Carrier by Ameritech, as more fully described in **Section 3** of Schedule **12.12**.
- d. Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Requesting Carrier, at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures, and other Collocation charges on a pro-rated basis so that if Requesting Carrier is the **first** collocator in a particular Ameritech Premises, it **will** not be responsible for the entire cost of site preparation (unless Requesting Carrier occupies all space conditioned); **provided, however,** that Requesting Carrier shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item **VII** of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

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12.14 **Billing.** Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

12.15 **Common Requirements.** The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

12.16 **Additional Requirements.** The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

12.17 **Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

12.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

12.17.3 For secured Physical Collocation arrangements, Ameritech shall furnish the Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Requesting Carrier space, subject to **Section 12.7.2** and **Article XX**.

12.17.4 For APCS and Shared Caged Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation.

12.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent **manner** that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For APCS and Shared Caged Collocation, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees

and representatives to emergency access only. Requesting Carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Requesting Carrier shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

12.18 Default. If Requesting Carrier or the Primary Collocator, if different, defaults in any payment due for Collocation, or violates any provision contained in this **Article XII**, and such default or violation is not cured with thirty (30) days after Requesting Carrier's receipt of notice thereof, Ameritech may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation space, expel Requesting Carrier and any of its Resident Collocators, remove all property within the Collocation space and terminate services to such Collocation space, in each case without prejudice to any other remedies Ameritech might have. Ameritech may also refuse additional requests for service **and/or** refuse to complete any pending orders for additional space or service by Requesting Carrier at any time thereafter.