GENERAL

Collocation services are only available to telecommunications carriers, hereafter referred to as “Carriers” or “Requesting Carriers”, to provide interconnection or access to the Company’s unbundled network elements for the provision of telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (“the Act”) and the rules and regulations of the Federal Communications Commission and the Illinois Commerce Commission, the IL PUA and the rules and regulations of the Illinois Commerce Commission.

The Company intends that this tariff fully complies with the Company’s obligations under the Illinois Public Utilities Act as amended June 30, 2001 (“Illinois PUA”).

The Company has filed this tariff under compulsion of the Illinois Public Utilities Act, including as amended by Illinois Public Act 92-0022, and at the direction of the Illinois Commerce Commission, and specifically reserves any and all rights and remedies it may have relating to possible challenges to Illinois Public Act 92-0022 and this tariff under state and federal law, including federal preemption law. In addition, the Company reserves its right to withdraw this tariff in accordance with any applicable law, including but not limited to the decision of the United States Court of Appeals for the 7th Circuit in Wisconsin Bell v. Bie, Nos. 02-3854 and 02-3897 and the decision of the Appellate Court of Illinois in Illinois Bell v. Illinois Commerce Commission, Case Nos. 3-02-0738 and 3-02-0920 (Consolidated).

The following requirements are applicable to both physical collocation and virtual collocation.

1. The general terms and conditions for both physical and virtual collocation as set forth in Ill. C.C. No 21, Section 16 shall also apply to the provision of Ameritech Physical Collocation Service (APCS), Ameritech Virtual Collocation Service (AVCS) and Ameritech Cross Connection Service (ACCS) except as expressly provided to the contrary herein.
GENERAL (cont’d)

2. The Company shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier’s space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

3. The Company shall provide all ingress and egress of fiber cabling to Requesting Carrier collocated spaces in compliance with Requesting Carrier’s request for cable diversity. The specific level of diversity required for each site or arrangement will be provided in the request for collocation. Requesting Carrier will pay any additional costs incurred by the Company to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by the Company.

4. Both Requesting Carrier’s power equipment and the Company power equipment supporting Requesting Carrier’s equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) and the Company’s safety standards as shown in 10., below.

5. All other equipment and facilities placed by Requesting Carrier on a Company premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements in 10., below.


8. The Company shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

9. Requesting Carrier may not use equipment bay or frame grounds to provide ground returns.
10. Collocation Equipment
   a. Types of Equipment

   1. Requesting Carrier may physically or virtually collocate any type of equipment for interconnection with the Company as required by 47USC§251(c)(2) or access to the Company's unbundled network elements as required by 47USC§251(c)(3) and the rules and regulations of the Federal Communications Commission, the IL PUA and the rules and regulations of the Illinois Commerce Commission. The equipment shall include, but is not limited to, optical transmission equipment, multiplexers, remote switching modules, and microwave transmission facilities, and multifunctional equipment only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, are to provide the requesting carrier with 'equal in quality' interconnection or 'nondiscriminatory access' to one or more unbundled network elements.
GENERAL (cont'd)

10. Collocation Equipment (cont'd)

b. Safety Standards

1. All equipment to be collocated in the Company's premises must comply, as of the date such equipment is installed in the Company's premises, with then current (i) Bellcore Network Equipment and Building Specifications ("NEBS") Level 1 requirements, NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10], and safety requirements as the Company may reasonably deem applicable to protect the Company's premises and equipment and other collocator's equipment or (ii) equipment history of safe operation demonstrated by placement as network equipment in an incumbent local exchange carrier network premises with no documented or known history of safety problems; provided such safety requirements are applied on a nondiscriminatory basis, including application to the Company's own equipment (items (i) and (ii) above collectively referred to as the "Safety Standards").

2. If the Company denies collocation on the Company's premises of equipment designated by the Requesting Carrier, citing Safety Standards, the Company will provide within five (5) business days, unless waived by Requesting Carrier, a list of all Company network equipment that the Company has placed within the network areas of such premises together with an affidavit attesting that the Company network equipment on such list meets or exceeds the Safety Standard(s) that the Company contends Requesting Carrier's equipment fails to meet.

3. If Requesting Carrier fails to provide the Company 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 the Company's premises.
10. Collocation Equipment (cont’d)

   c. Equipment Compliance

   1. Except as provided in 2. below, prior to placing equipment in its collocation space, Requesting Carrier shall submit to the Company a list and description of the equipment Requesting Carrier wishes to place in the collocation space so that the Company can confirm that such equipment complies with the terms, conditions and restrictions of 10. Requesting Carrier shall provide, at a minimum, the following information with respect to each piece of equipment it intends to collocate in the Company’s premises:

      a. Name of Hardware and Software Manufacturer;
      b. Model and Release Number; and
      c. Third-party certification by an independent qualified testing facility and any necessary documentation that evidences compliance with the standards set forth in b. above.

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

   2. The Company will maintain on its collocation webpage a list of all compliant equipment located at its premises that complies with the terms, conditions and restrictions of 10. This list will be updated as new compliant equipment is added, or monthly. Requesting Carrier need not obtain prior approval from the Company 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 the Company written certification that any equipment to be placed in its collocation space for which pre-certification was not received pursuant to (1) above is listed as “approved” equipment on the then-current collocation webpage.

11. Pricing

The rates charged to Requesting Carrier for collocation are set forth below in this section. The Company 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 Company 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 below reflect only the standard collocation methods and services described in this section. Any request for additional methods or services consistent with this section or Applicable Law, shall be provided on a case by case basis.

12 Requesting Carrier Certification

Requesting Carrier is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service or using the collocation space. The Company shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space to a Requesting Carrier while that Carrier’s state certification is pending. Failure by Requesting Carrier to obtain such necessary certifications or approvals shall not excuse or otherwise relieve it of liability (including for charges incurred) under this Tariff.
1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS**

   **A. DESCRIPTION**

   The Company’s physical collocation offerings enable a Requesting Carrier to place within the Company’s Central Offices (premises) any type of equipment for interconnection to the Company’s network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, or to gain access to the Company’s unbundled network elements.

   The Company provides three physical collocation offerings: Ameritech Physical Collocation Service (APCS), Ameritech Cageless Collocation Service ("Cageless") and Shared Caged Collocation ("Shared Caged"). In addition, under limited circumstances as described below, the Company also provides Adjacent Collocation.

   **B. DEFINITIONS**

   **Telecommunications Carrier**

   Any provider of telecommunications services except for call aggregators (as defined in section 225 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56). This includes Commercial Mobile Radio Service providers, interexchange carriers and, to the extent that they are acting as telecommunications carriers, companies that provide both telecommunications and information services.

   **Unused Space**

   Any space (i) existing in the Company’s premises at the time of a collocation request, (ii) that is not subject to a valid space reservation by the Company or any third party, (iii) that is not being used by the Company and (iv) on or in which the placement of any equipment or network facilities (the Company’s or Requesting Carrier’s) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void the Company’s warranty on proximate equipment.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS

1. Standard Physical Collocation Offerings

Subject to the conditions in this section and Carrier’s compliance with applicable collocation request, ordering and payment provisions of this tariff, the Company shall provide Requesting Carrier access to the Standard Physical Collocation Offerings described in this C.1. Any request by Carrier for the Company to provide a collocation method (or increment of space) not described in C.1. shall be made pursuant to C.3.

To the extent currently required by effective rules of FCC, Requesting Carrier shall have direct access to its physical collocation space and the Company shall not require construction of a new and separate entrance to Requesting Carrier’s physical collocation; provided, that the foregoing limitation shall not preclude the Company from assigning Requesting Carrier physical collocation space accessed by a separate entrance or door or constructing same so long as Requesting Carrier has access to such space, subject to C.10, 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).

The Company 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 a Standard Physical Collocation Offering. If there is not sufficient space for the Company to protect its equipment from Requesting Carrier with a partition or cage, the Company 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 the Company’s Main Distribution Frame, cross-connect frames or other equipment.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

1. Standard Physical Collocation Offerings (cont'd)

a. Ameritech Physical Collocation Service

Upon request, the Company shall provide Carrier Ameritech Physical Collocation Service ("APCS"). To the extent currently required by effective rules of the FCC, the Company will provide APCS. APCS is available in increments of fifty (50) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that the Company 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 C.1.c. following and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change the Company's records and databases to reflect such conversion to Shared Caged Collocation.


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By W. Karl Wardin, Regional Vice President - Regulatory
225 West Randolph Street, Chicago, Illinois 60606

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1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

1. Standard Physical Collocation Offerings (cont'd)

b. Cageless Physical Collocation

1. Upon request, the Company shall provide Requesting Carrier Cageless Physical Collocation. To the extent currently required by effective rules of the FCC, the Company will provide Cageless Physical Collocation. The Company’s standard offering of Cageless Physical Collocation is available in increments of one (1) standard bay, or single rack, of equipment (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 (together 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 C.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.

2. The Company will not require Requesting Carrier to use an intermediate interconnection arrangement such as a POT frame. The Company may take reasonable steps to protect its own equipment as provided in Section C.9. Accordingly, the Company will not provide a Requesting Carrier’s personnel or agents with direct access to the Company’s main distribution frame.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)**

   **C. TERMS AND CONDITIONS (cont'd)**

   1. **Standard Physical Collocation Offerings (cont'd)**

   c. **Shared Caged Collocation**

      1. Upon request, the Company shall provide a Carrier Shared Caged Collocation. To the extent currently required by effective rules of the FCC, the Company will provide Shared Caged Collocation. "**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 the Company provide Shared Caged Collocation via (i) a new request for physical collocation space 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 another CLEC in Requesting Carrier’s existing physical collocation arrangement ("**Subleased Shared Collocation**"). 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. Each carrier in 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 (i) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

1. Standard Physical Collocation Offerings (cont’d)

   c. Shared Caged Collocation (cont’d)

2. New Shared Collocation

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 the Company in a single application. Each request for New Shared Collocation shall identify each Resident Collocator and the number of bays or percentage of space allocated to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, the Company 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 the Company 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 the Company shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

   C. TERMS AND CONDITIONS (cont'd)

1. Standard Physical Collocation Offerings (cont'd)
   c. Shared Caged Collocation (cont'd)

3. Subleased Shared Collocation

   For Subleased Shared Collocation all Requesting Carriers shall be responsible for compliance with the terms, conditions and restrictions of this Section, including payment of all charges.

4. Requesting Carrier represents and warrants to the Company that it shall Collocate equipment only as permitted by Section 10 (Collocation Equipment) above. The Company shall provide Requesting Carrier access to the Company's unbundled network elements and permit Requesting Carrier to interconnect its network with the Company from Shared Caged Collocation, regardless if Requesting Carrier was the original Collocator. Requesting Carrier, however, shall have no right to request and the Company shall have no obligation to provide Requesting Carrier’s Resident Collocators access to the Company's unbundled network elements or the Company's network. Instead, a Resident Collocator’s rights shall be as determined by such Resident Collocator’s contractual arrangement (Section 251/252 agreement or tariff, as applicable) with the Company.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

   C. TERMS AND CONDITIONS (cont’d)

   1. Standard Physical Collocation Offerings (cont’d)

   c. Shared Caged Collocation (cont’d)

      5. As a condition of entering into Shared Caged Collocation, each Requesting Carrier guarantees to the Company the prompt and full payment of any charges assessed the Requesting Carrier on the Shared Caged Collocation.

   d. Adjacent Collocation

      This paragraph applies if, and only to the extent, currently required by the effective rules of the FCC. If and only if there is no Unused Space for physical collocation, Requesting Carrier may submit to the Company a request that the Company provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Section, "Adjacent Collocation" shall mean Collocation on the Company’s property in adjacent controlled environmental vaults or similar structures (collectively, an "Adjacent Structure"). The Company 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. The Company 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 the Company owns or controls the property in question, the Company reserves the right to assign the location of the Adjacent Structure.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

1. Standard Physical Collocation Offerings (cont'd)

d. Adjacent Collocation (cont'd)

The Company shall have no obligation to provision Adjacent Collocation until Requesting Carrier has secured and provided the Company 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 the Company, such owner or landlord. The Company shall reasonably cooperate with Requesting Carrier's efforts to obtain such approval and shall be entitled to recover the costs incurred in that regard. Requesting Carrier shall not place any signage or marking of any kind on an Adjacent Structure or on the Company grounds surrounding the Adjacent Structure. If space becomes available in the Company'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 arrangement within the Company's premises becomes operational.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

   **C. TERMS AND CONDITIONS (cont’d)**

   1. Standard Physical Collocation Offerings (cont’d)

   d. Adjacent Collocation (cont’d)

   Company and Requesting Carrier will mutually agree on the location of the designated space on Company premises where the adjacent structure will be placed. Company will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. Company will offer the following increments of power: Company will provide a standard offering of 100 Amps of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. Company will provide Standard DC Power Offerings to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. Company will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this tariff.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

2. Cross-Connections for Physical Collocation Offerings

The Company’s physical collocation offerings permit Carriers to connect to the following Company provided services via AT&T Cross-Connection Service (ACCS) as described in this Section:

- Switched Access services and/or Special Access services under the provisions of Ill. C.C. No. 21, Sections 6 and 7,
- Channel Services under provisions of the dedicated communications services, Illinois Guidebook, Part 15,
- Unbundled Loops
- Unbundled Local Switching
- Service Provider Number Portability
- Ameritech End Office Integration Service under the provisions of Part 23, Section 2,
- Tandem Switching service
- Unbundled Interoffice Transport
- Other cross-connections permitted under the IL PUA as subsequently tariffed by the Company or that may be subsequently made available through the BFR - OC process.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

3. Non-Standard Collocation Requests

a. Non-Standard Collocation Request

Requesting Carrier may request the Company to provide a Collocation method (or an increment of space) not described in this section by submitting to the Company a Non-Standard Collocation Request in the form set forth on the Company’s website (https://clec.sbc.com) (an “NSCR”). Collocation requested via an NSCR shall 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.
1. **AMERICOM PHYSICAL COLLOCATION OFFERINGS (cont'd)**

   **C. TERMS AND CONDITIONS (cont'd)**

3. **Non-Standard Collocation Requests (cont'd)**

   **b. ILEC Collocation**

   To the extent currently required by effective rules of the FCC, Requesting Carrier may also request via an NSCR that the Company offer Requesting Carrier a collocation arrangement not offered in this Section 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.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

C. **TERMS AND CONDITIONS (cont’d)**

4. **Maximum Floor Space Requests**

   The maximum floor space condition specified in Ill. C.C. No. 21, Section 16.1.2(A)(3)(a) does not apply to APCS.

5. **Interconnection with other Collocated Carriers**

   Upon placement of a service order, the Company shall permit Requesting Carrier to interconnect its network with that of another Collocating Telecommunications Carrier at the Company'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 the Company or to access the Company's unbundled network elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) or request the Company (via Ameritech Cross-Connect Service or "ACCS") to provide such connection between the two carriers using the most reasonably direct and efficient connections that are consistent with safety and network reliability standards. If Requesting Carrier provides CCCSI, such CCCSI, shall require Requesting Carrier to lease the Company's cable rack and/or riser space to carry the connecting transport facility. The rates for ACCS and leasing of cable rack and riser space are set forth at D. If Requesting Carrier interconnects its network with another collocating Telecommunications Carrier pursuant to this Section, Requesting Carrier shall, in addition to its indemnity obligations set forth in this Section, indemnify the Company 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.

6. **Interconnection with Non-Collocated Carriers**

   The Company shall also allow, and provide for, cross connects between a non-collocated telecommunications carrier's network elements element platform, or a non-collocated telecommunications carrier's transport facilities, and the facilities of any collocated carrier, consistent with safety and network reliability standards.
1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

   **C. TERMS AND CONDITIONS (cont’d)**

   6A. **Transmission Node Enclosures**

   A Requesting Carrier may order a Transmission Node Enclosure (a lockable 8’ high wire mesh perimeter security fence to enclose its APCS and Shared Cage Transmission Node (as described in Ill. C.C. No. 21 Section 16.1.3(O)(1)) or instead provide its own transmission node enclosure. If the Requesting Carrier installs its own transmission node enclosure, the installation must be made in accordance with the specific provisions in Technical Reference Publications AM-TR-EEN-000011 (Ameritech Installation Administrative and Workmanship Requirements) and AM-TR-EEN-000015 (Ameritech Central Office Equipment and Engineering Requirements).

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

7. Space Reservation

A Requesting Carrier may reserve additional central office floor space in a Company Central Office premises in which it has, or is ordering physical collocation for permitted telecommunications equipment. Space for the requested physical collocation offering may be reserved on the following basis:

a. A Requesting Carrier may reserve additional space in a Company premises in which it has, or is ordering physical collocation for permitted telecommunications equipment.

b. The Requesting Carrier must pay the Reservation Charge (a nonrecurring charge) to place a reservation as set forth below.

c. The reservation can be made for an amount of space no greater than the amount of active physical collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for interconnection with and/or access to the network elements of the Company by Requesting Carrier in the particular Central Office.

d. The priority of the reservation is established on a first-come, first-served basis determined by the time the Company receives the request.

e. The reservation will be maintained until the Requesting Carrier either:

   • terminates its physical collocation service
   • cancels its order for additional Central Office Floor Space
   • relinquishes its reservation by opting to not enforce their reservation.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

7. Space Reservation (cont’d)

f. When an order for physical collocation is received and all the unoccupied space is covered by reservations, all reservations will be prioritized. The Requesting Carrier with the lowest priority reservation for which unoccupied space remains available after subtracting the space covered by reservations of higher priority reservations (the option party), will be given the option of enforcing its reservation by paying the appropriate Central Office Floor Space monthly recurring rate or relinquishing its reservation. The option party’s reservation will be maintained as described in e) above.

g. If the Requesting Carrier with the lowest priority enforces its reservation, then the Requesting Carrier(s) with next higher priority reservation, for which unoccupied space remains available after subtracting the space covered by reservations of the remaining higher priority reservations, will be given the option of enforcing or relinquishing its reservation. As long as all Requesting Carriers with reservations for the available unoccupied floor space continue to enforce their reservations by paying the Central Office Floor Space rate, no space will be available for new orders for physical collocation.

h. A Requesting Carrier that relinquishes its reservation by declining to enforce its reservation, may place a new reservation, but the reservation receives a new priority based on the time of reservation.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

7. Space Reservation (cont’d)

i. The holder of a valid reservation may place an order for physical collocation for the floor space reserved at any time. If there is sufficient unoccupied space available to accommodate the Requesting Carrier’s physical collocation order after subtracting the space reserved by higher priority reservations, the order will be processed. If sufficient space to accommodate the order is not available after subtracting the space reserved by higher priority reservations, the order will be treated the same as a new order under e) above.

j. The Company may reserve Central Office Floor Space under the following conditions:

- The Company’s space reservation priority will be determined in the same manner as the space reservation priority for Requesting Carriers.
- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including interconnection and the provision of unbundled network elements. In central offices where collocators currently reside, effective May 1, 2003, i) space for switch (including Tandem Switches and STPs) conversion and growth, augmentation and conversion of mechanical and electrical support systems, main distribution frames, and building infrastructure, can be reserved for five (5) years anticipated growth, ii) space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth, and iii) space for transport equipment can be reserved for one year anticipated growth.
- In central offices without collocators, the above reservation time frames become effective when first Requesting Carrier applies for space in respective central office.
- The Company’s total space reservation cannot exceed the Central Office Floor Space currently used by the Company.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

7. Space Reservation (cont’d)

   j. The Company may reserve Central Office Floor Space under the following conditions (cont’d):

   - The Company will impute the Reservation Charge to the appropriate Company operations department for which the space is reserved.
   - The Company may enforce its reservation in the same manner in which the Requesting Carrier enforces its reservation. The Company will impute the Central Office Floor Space rate to the Company operations department for which the space is reserved.

   k. The Company may petition the Commission for and receive a variance from the space reservation limits in paragraph j above for a particular Company facility upon a showing by the Company and a finding by the Commission that the limits would unreasonably impair the operation and functioning of that facility. If granted, such variance will be effective for a period of up to two years from the date of Commission Order granting the variance.

The Company may file for and be granted more than one variance and more than one extension of the variance period. Any extension(s) of the variance period shall be for no longer than two years.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion

a. At a given premise, Company shall offer physical collocation arrangements until unused space is filled to capacity, such that the premise cannot accommodate any technically feasible physical collocation alternative.

b. The Company shall post on a publicly available Internet site, a document (the "Exhaustion Report") that identifies each Company premises for which physical collocation is unavailable because of space limitations. The Company 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.

c. Upon Requesting Carrier’s order, the Company shall provide Requesting Carrier a report (the "Premises Report") that includes for a specific premises:

(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 the Company last provided a report on such premises;
(4) any measures the Company is taking to make additional space available in that premises for physical collocation; and
(5) the amount of space reserved by Company for specific future use and a description of that specific use.

A Premises Report shall be the Proprietary Information of the Company.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)

d. The intervals for delivering a Premises Report are as follows:

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

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.

e. Requesting Carrier shall compensate the Company on a time and materials basis for each Premises Report ordered.

f. Space Availability Determination and Resolution

Company shall notify the Requesting Carrier in writing as to whether its request for collocation space has been denied due to space exhaustion within 10 days of the submission of the complete and accurate application. The notification will also include possible future space relief date, if applicable.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)
   
f. Space Availability Determination and Resolution (cont’d)
   
Company will, at the same time, file a copy of the letter with the Illinois Commerce Commission. In the event of a denial of a Collocation request for collocating, Company will also concurrently submit the following information both to the Requesting Carrier and the Illinois Commerce Commission in support of its denial provided under seal and subject to proprietary protections:

- Central Office Common Language Identifier, where applicable;
- The identity by the Requesting Carrier, including amount of space sought by the Requesting Carrier;
- Total amount of space at the premises;
- Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of Company’s premises, showing:
  1. Space housing Company network equipment, non-regulated services space, and administrative offices;
  2. Space housing obsolete unused equipment;
  3. Space occupied by Company affiliates;
  4. Space which does not currently house Company equipment or administrative offices but is reserved by the Company for future use by the Company or its affiliates;
  5. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
  6. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
  7. Identification of turnaround space for switch or other equipment; removal plans and timeline, if any;
  8. Planned Central Office rearrangement/expansion plans, if any
  9. Remaining space, if any.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)

f. Space Availability Determination and Resolution (cont’d)

- Description of other plans, if any, that may relieve space exhaustion, including plans showing any adjacent space not technically considered as part of Eligible Structure.

g. If the Company denies a request for physical collocation because of space limitations in a given premise(s), Requesting Carrier may submit a written request, within five (5) Calendar Days after receipt of denial, that the Company provide a tour (without charge) of such premise(s), such request to be delivered to the Company representative(s) identified on the Company's website https://clec.sbc.com; provided, however, that the Company shall not be required to provide a tour of any premise(s) 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 premise(s) because of space limitations or is otherwise not practicable. The Company shall respond to such request within ten (10) Calendar Days (or such later date as mutually agreed) of sending notice of denial to Requesting Carrier.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)

  g. (cont’d)

  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 Company 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 four (4) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to the Company the Company’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 Company premises.

  h. A Company representative will accompany and supervise the Requesting Carrier agent on the inspection tour. If Requesting Carrier agent believes based on the inspection tour that the denial is unsupportable, the Requesting Carrier agent shall promptly so advise the Company. Both parties shall concurrently prepare a report detailing its own findings and concurrently serve such report on each other.

  i. At the request of the Commission or Requesting Carrier, the Company shall remove any obsolete unused equipment (e.g., “retired in-place”) from its premises. The Company will not make minimal or token use of otherwise obsolete equipment to avoid having to remove the particular equipment and make space available for collocation. The Company shall be permitted to recover the incremental cost of removal and/or relocation of such equipment if the Company 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).

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)

j. Before denying a request for physical collocation on the grounds of space limitation, the Company shall relinquish space used or reserved for future use in the central office that is not directly related or integral to the day-to-day operation and functioning of the central office. The Company shall also relinquish any space held for future use before denying a virtual collocation request on the grounds of space limitation, unless the Company proves to the Commission that virtual collocation at that point is not technically feasible.

k. Pursuant to 83 Ill. Administrative Code Part 790.330(h), the Company may petition for a waiver of the requirements to provide physical or virtual collocation if the remaining space in a central office that can be used for physical collocation is less than 50 square feet. The Commission shall grant a waiver if the FCC has granted a waiver due to lack of space or, after hearings, the Commission finds that the Company has demonstrated that:

- the central office lacks the unused space to provide physical or virtual collocation;
- all reasonable steps have been taken by Company to reclaim administrative, equipment, maintenance, recreational, and storage space to maximize collocation space availability, including the removal of obsolete unused equipment; and
- all technically feasible alternatives for a Requesting Carrier to gain access to the Company’s network, such as location in adjacent structures, have been found to be infeasible.

l. Collocation Orders submitted pending the resolution of a waiver petition may be held by Company until the waiver petition is resolved. In the event that space becomes available at the respective Company central office during the waiver petition proceeding, held Collocation Orders shall be processed on a first-come, first-served basis.

m. The Company shall consider demand for collocation space when planning renovations of existing facilities or constructing or leasing new facilities.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

8. Space Exhaustion (cont’d)

n. The Company shall maintain for two years all applications for physical collocation that were denied. When new collocation space becomes available on or within a particular Company premises, the Company shall immediately provide written notification to the applicants who applied for, but were denied, physical collocation for those premises (consecutively, in the order in which they originally applied) and make space available to them in the order in which they originally applied. If the space is made available because another collocator has terminated its collocation arrangement or the Company is executing a plan to remove equipment or convert space, the Company shall not wait for the space to be cleared of the equipment before providing notification to outstanding applicants. Applicants receiving notification of newly available space must affirmatively respond to the Company in writing within five (5) business days after notification or be deemed to have forfeited the space. The Company may not assign such newly available collocation qualified space to its own affiliates ahead of other Requesting Carriers unless the affiliate had provided a written collocation request to Company before the Company received collocation requests from other Requesting Carriers.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

9. Security Arrangements

a. The following security arrangements shall apply to Requesting Carrier’s access to and use of the Company's premises for collocation. Security arrangements are intended to protect the Company's network and equipment from harm, and to ensure network security and reliability. The Company shall not impose security requirements that result in increased collocation costs unless such security requirements have concomitant benefits of providing necessary protection of the Company's equipment. If the Company imposes more stringent security arrangements upon its employees or its authorized vendors, Company shall provide written notice to Requesting Carrier of such new security arrangements with such new security arrangements to be effective no later than thirty (30) days after Requesting Carrier’s receipt of such written notice.

b. Access to Physical Collocation

1. Requesting Carrier shall have 24 x 7 access to its physical collocation arrangement. Requesting Carrier shall take reasonable steps to provide the Company with telephonic notice at the time of dispatch of Requesting Carrier’s employees to a Company premises that is unmanned and, if possible, no less than sixty (60) minutes notice prior to arrival at such premises.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Security Arrangements (cont'd)

b. Access to Physical Collocation (cont'd)

2. Requesting Carrier shall receive 24 x 7 access to the Company's premises only after the Delivery Date of its physical collocation arrangement. Prior to that date, Requesting Carrier may only access the Company premises for the purposes set forth in this Section (e.g., initial walk-through, acceptance walk-through and construction visits) and only with a Company representative. Prior to the date Requesting Carrier is provided access to its physical collocation, any Requesting Carrier employee seeking to access a Company premises must obtain a photo I.D. and, once access is provided, wear such photo I.D. while in the Company premises. Company-issued photo ID cards are only to be worn on Company premises.

3. The Company (and its agents, employees, and other Company-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 the Company, and for any other purpose deemed reasonable by the Company. The Company 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 the Company's equipment, facilities and/or personnel located outside of Requesting Carrier's physical collocation. If routine inspections are required, they shall be conducted at a mutually agreeable time.

4. Except to the extent currently prohibited by effective rules of the FCC, the Company may require the presence of a Company-designated escort (at a "time and materials" rate) for any access to a physical collocation arrangement that is not in an area that is secured from access to the Company's equipment.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Security Arrangements (cont'd)

c. Physical Security Arrangements

The Company 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 the Company 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 the Company's premises, Requesting Carrier shall recover said badge, access cards and/or keys from such individuals and return them to the Company. The Company may bill Requesting Carrier to change locks, badges or access card systems due to these items not being returned to the Company upon request. The Company 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 the Company in the course of implementing or operating security arrangements shall be deemed "Proprietary Information."

1. Ameritech Physical Collocation Offerings (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Security Arrangements (cont'd)

d. Security Checks and Training

Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access the Company's premises. The Company shall provide Requesting Carrier a list of actions for which the Company precludes persons from accessing the Company'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 the Company's own employees or vendors providing similar functions, must undergo. The Company shall provide Requesting Carrier information on the specific type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide the Company written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing the Company's premises.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

9. Security Arrangements (cont’d)

   e. Breach of Security Rules

   If a Requesting Carrier employee violates the security rules applicable to the Company's premises, the Company shall have the right to remove such employee from the premises immediately and thereafter refuse such employee access to the Company's premises.

   f. Insurance

   Requesting Carrier shall furnish the Company with certificates of insurance which evidence the minimum levels of insurance set forth in Ill. C.C. No. 21, Section 16, state the types of insurance and policy limits provided Requesting Carrier and name the Company 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 the Company's premises. If Requesting Carrier fails to maintain the coverage, Requesting Carrier hereby authorizes the Company, and the Company 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 Company premises, in general, which are made by the Company's property insurance company as a result of a fire safety inspection.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Security Arrangements (cont'd)

f. Insurance (cont'd)

To the extent that these recommendation(s) also apply to the Company, Requesting Carrier shall only be required to conform to those recommendation(s) implemented by the Company. 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 the Company to enter the Company'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.

g. Indemnification

In addition to its indemnity obligations set forth in Ill. C.C. No. 21, Section 16, Requesting Carrier shall indemnify the Company for any loss to the Company 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 the Company'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.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

   **C. TERMS AND CONDITIONS (cont’d)***

   9. Security Arrangements (cont’d)

   **h. Disclaimer of Responsibility**

   Requesting Carrier acknowledges that the Company provides carriers other than Requesting Carrier physical collocation in the Company’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 Company premises in which Requesting Carrier’s equipment is physically collocated. 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 the Company shall have no obligation to monitor Requesting Carrier’s physically collocated equipment and that, in addition to any other applicable limitation contained herein, the Company 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 a Company employee or vendor specifically performing work on the Company’s behalf (and not a Company authorized vendor that happens to be performing work for another carrier collocated in the Company’s premises).

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

10. Subcontractor and Vendor Approval

Requesting Carrier may install and maintain its physically collocated equipment or, it may subcontract such responsibilities to a Company-approved vendor. Company approval shall occur within 30 calendar days after application to Company and shall be based on the same criteria it uses in approving contractors or work performance for its own purposes. If Requesting Carrier elects a contractor approved by the Company to perform similar work for the Company in its central office or other premises, the Company will allow the contractor to use any badges or credentials previously granted by the Company and will not require the Requesting Carrier to apply for or obtain additional approval, badges, or credentials for the contractor. All installation work, whether performed by Requesting Carrier or a Company-approved vendor, shall comply in all respects with the Company’s technical, engineering and environmental requirements and is subject to the Company’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.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

11. Delivery of Collocated Space

a. The Company 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 the Company a complete and accurate collocation order form (if completed, a “Collo Order”). Each Collo Order shall 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 premises 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. The Company 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 b. below. If the request is denied for reasons other than technical feasibility or space exhaustion, the Company will specify in detail any deficiencies in its Collocation Response. The Requesting Carrier must care for any deficiencies in its Collo Order within ten calendar days after receiving Company’s denial to retain its place in Company’s collocation queue. If space is not available for physical collocation, the Company shall specify in its Collo Response to Requesting Carrier when space for physical collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation, unless the Company has obtained a waiver or a waiver petition is pending.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

11. Delivery of Collocated Space (cont’d)

a. (cont’d)

If intraoffice facilities will not be available for collocation within the intervals set forth in 14 below, then the Company shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intra office facilities will be made available.

b. The Company shall deliver a Collo Response as to the availability of space to Requesting Carrier within the following intervals, which intervals commence on the day after the Company receives a complete and accurate Collo Order:

<table>
<thead>
<tr>
<th>Number of Collo Orders Submitted within Five (5) Business Days</th>
<th>Collo Response Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>Ten (10) Calendar Days</td>
</tr>
<tr>
<td>11-15</td>
<td>Fifteen (15) Calendar Days</td>
</tr>
</tbody>
</table>

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) Calendar Days for every five (5) additional Collo Orders or fraction thereof.

c. If space for physical collocation is immediately available at the time of Requesting Carrier’s Collo Order, the Company shall include in its Collo Response to Requesting Carrier notice of such immediate availability.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

11. Delivery of Collocated Space (cont’d)

d. Upon receipt of a Collo Response, Requesting Carrier shall send written verification to the Company within seven (7) Calendar Days that it still requires each collocation space requested on Requesting Carrier’s Collo Order for which space is available. This written verification is Requesting Carrier’s firm order for service for each collocation space requested. Requesting Carrier’s written verification shall be accompanied by Requesting Carrier’s (and, if applicable, each Resident Collocator’s) payment of fifty percent (50%) of all applicable Central Office Build Out (“COBO”) fees (the “Initial COBO Payment”). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by the Company within twenty (20) Business Days of the Company’s Collo Response, will result in cancellation of the firm order.

e. If the Company denies a collocation request, any charges collected with the Collo Order will be returned to Requesting Carrier, except for any amount recovering the Company’s cost to review the request.

f. Intervals

See Part 23, Section 4, Terms and Conditions, Paragraph 14 of this tariff for additional information concerning collocation ordering and provisioning intervals for physical collocation.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

C. **TERMS AND CONDITIONS (cont’d)**

11. Delivery of Collocated Space (cont’d)

   g. If Requesting Carrier’s requested physical collocation space is available, the Company and Requesting Carrier shall have an initial walk-through of such space within the interval mutually agreed upon by the parties. Absent the Company’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 the Company 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, the Company 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 the Company 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 the Company.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

11. Delivery of Collocated Space (cont’d)

h. The Company 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 for interconnection with the Company and/or access to the Company’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 Company network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space, 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 a. above.

i. After the Company completes its preparation of the physical collocation space, Requesting Carrier and the Company will complete an acceptance walk-through. Major exceptions that are noted during this acceptance walk-through shall be corrected by the Company 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. The Company 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 the Company’s expense, subject to any change orders requested by Requesting Carrier.

1. **AMERICAN PHYSICAL COLLOCATION OFFERINGS (cont’d)**

**C. TERMS AND CONDITIONS (cont’d)**

11. Delivery of Collocated Space (cont’d)

   j. Additional Rules and Regulations Applicable to Physical Collocation Space

Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by the Company to prepare the collocation space for the installation of Requesting Carrier’s equipment and for extraordinary costs to maintain the collocation space for Requesting Carrier’s equipment on a going-forward basis. Requesting Carrier’s pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS** (cont’d)

C. **TERMS AND CONDITIONS** (cont’d)

12. **Protection of Service and Property**

Both the Company and Requesting Carrier shall each exercise reasonable care to prevent harm or damage to the other Party’s employees, agents or Customers, or their property. Both the Company and Requesting Carrier, 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:

a. 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.

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

c. Except as provided in 9.b.4 above, for secured physical collocation arrangements, the Company 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.

d. Except as provided in 9.b.4 above, for APCS and Shared Caged Collocation, the Company 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 the Company with such new keys.

e. The Company shall use its existing power back up and power recovery plan in accordance with its standard policies for the specific Central Office.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

13. Additional Requirements Applicable to Physical Collocation

   a. Requesting Carrier may provide basic telephone service with a connection jack for the
      collocated space.

   b. The Company shall permit Requesting Carrier to install, on equipment node enclosures,
      an intrusion alarm that can be remotely monitored by Requesting Carrier’s work center;
      provided, however, that no such Requesting Carrier-installed equipment shall interfere
      with the existing use of the Central Office and such installation shall be at Requesting
      Carrier’s sole cost and expense.

   c. The Company shall construct the collocated space in compliance with Requesting
      Carrier’s request for collocation for cable holes, ground bars, doors, and convenience
      outlets as such are requested by Requesting Carrier at prices to be determined.

   d. Where available and consistent with reasonable security restrictions, the Company shall
      provide reasonable access to eyewash stations, shower stations, bathrooms, and
      drinking water within the collocated facility on a 24 x 7 basis for Requesting Carrier
      personnel and its designated agents. The Company shall also provide Requesting
      Carrier reasonable access to parking at the Company’s premises, where applicable and
      on a nondiscriminatory basis at which Company employees receive access to parking.

   e. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle
      or modify any portion of its or any other collocator’s cage enclosures.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

C. **TERMS AND CONDITIONS (cont’d)**

13. Additional Requirements Applicable to Physical Collocation (cont’d)

f. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to collocation at the Company’s premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes the Company to incur any costs, Requesting Carrier shall promptly reimburse the Company for such costs.

g. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into the Company’s premises within thirty (30) days after discontinuance or termination of any physical collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, the Company may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold the Company and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

h. The Company shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont’d)

13. Additional Requirements Applicable to Physical Collocation (cont’d)

i. Within thirty (30) days of Requesting Carrier’s written request, the Company shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on the Company’s premises and (ii) a list of the Company's technical guidelines applicable to the collocation of equipment in the Company’s premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. The Company will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

j. Requesting Carrier shall not, without the express permission of a Company employee, use any Company equipment, furniture, frame, tools or other personal property.

k. Requesting Carrier shall not order cross-connect points on the Company’s OCN or DXS panels or cross-connect blocks in quantities greater than what could reasonably be supported by equipment installed or which could be installed in bays already installed in the collocation space.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

14. Intervals

The Company shall provide collocation subject to the following intervals, except to the extent otherwise provided herein:

a. Subject to potential extensions described in this Section or as otherwise allowed under this tariff, when conditioned space is available, the Company shall provision physical collocation space within one hundred four (104) Calendar Days of receipt of a complete and accurate Collocation Order, pursuant to the terms of paragraph 11.d above. The phrase “conditioned space” means space that has sufficient structural components such as floors capable of supporting equipment loads, distributing frames, heating, ventilating and air conditioning (“HVAC”) systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge. In addition, this interval may be extended up to twenty-eight (28) Calendar Days (or twenty (20) Business Days) where space is not readily available.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

14. Intervals (cont’d)

b. Subject to potential extensions described in this Section or as otherwise allowed under this tariff, the Company shall provision physical collocation arrangements involving major construction obstacles or special applicant requirements within one hundred twenty six (126) Calendar Days (or ninety-one (91) Business Days) of receipt of a complete and accurate Collocation Order, pursuant to the terms of paragraph 11.d above. In addition, this interval may be extended for twenty-eight (28) Calendar Days (or twenty (20) Business Days) if collocation space is not readily available.

c. For physical collocation arrangements, with the exception of requests for additional space or power exceeding current capacity ratings, provisioning intervals for augments will not exceed sixty (60) Calendar Days from receipt of a complete and accurate Collocation Order, pursuant to the terms of paragraph 11.d above. Provisioning intervals for augments requesting additional space or power will be in accordance with new requests pursuant to 14.a or 14.b above.

d. Preparation of raw space falls outside normal intervals and is negotiated by the parties on an individual case basis.

e. With respect to any interval under this Paragraph 14, an interval may be extended on a day-by-day basis for delays attributable to Requesting Carrier.

f. The intervals identified in 14.a through 14.c above are for 1-5 Collocation Orders placed within five (5) Business Days. If greater than five Collocation Orders are placed within five (5) Business Days, the above intervals shall be extended on a day-for-day basis in accordance with the Collocation Response Intervals set forth in 11.b. above.

C. TERMS AND CONDITIONS (cont’d)

15. Construction Inspections

During the construction of all forms of physical collocation space required under this tariff, and beginning within 30 Calendar Days of Requesting Carrier’s firm order, Requesting Carrier shall be permitted up to four (4) inspections during the construction in a Central Office during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, Requesting Carrier will be granted two (2) additional visits per thirty (30) day extension. The Requesting Carrier will be charged for the time and travel expenses associated with a construction inspection that a Company representative who is not a member of Company’s Collocation Services organization spends traveling for such an inspection, if that representative is not otherwise scheduled to be at the Central Office. When the requesting Carrier has requested such an inspection and the Company representative is otherwise planning to visit the Central Office for another reason, the Company and Requesting Carrier will use their respective best efforts to coordinate such inspection and visit so as to avoid charging the Requesting Carrier for the inspection. Any such charging will be based on fifteen (15) minute increments. These inspections will be allowed during regular business hours only and will require that the Collocator be escorted by a Company employee.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

16. Direct Current (“DC”) Power Delivery – per power lead

DC power delivery consists of the furnishing and installation of power cable and associated cable racking (including support and fabrication material) necessary to provision power feeds between the customer’s collocation arrangement and either AT&T Illinois’ Power Board or Battery Distribution Fuse Bay (“BDFB”). DC Power is delivered over two power feeds (together comprising a “Power Delivery Arrangement”), each capable of carrying the ordered Collocator-Specified Amperage Load to the customer’s collocation arrangement. The Collocator-Specified Amperage Load is the amount of power, expressed in amperage, that the Collocator specifies as its actual consumption over its Power Delivery Arrangement(s). The nonrecurring charge applicable is specified in the pricing section following.

16A. Collocator Specification of Amperage Load

For existing Power Delivery Arrangements in Illinois, within one hundred eighty (180) days of the effective date of this paragraph, the Collocator shall submit to AT&T Illinois a signed self-certification (“Certification”) stating that it has performed a physical site, measured verification of the total actual DC current drain, in amperes, for each of its Power Delivery Arrangements. The Certification shall contain the measured total actual DC current drain in amperes which shall be used by AT&T Illinois for billing on a per amperage basis until it is adjusted as set forth elsewhere in this tariff. The Certification will also contain a statement signed by an authorized representative of the Collocator which attests that, under normal operating conditions, the Collocator is not exceeding the total load of power as reported on the Certification.

Issued: August 3, 2006
By Mary Pat Regan, Regional Vice President - Regulatory
225 West Randolph Street
Chicago, Illinois 60606

Effective: September 3, 2006

Issued: June 28, 2010
By W. Karl Wardin, Regional Vice President - Regulatory
225 West Randolph Street, Chicago, Illinois 60606

Effective: June 29, 2010
ATT TN IW-10-0003
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

16A. Collocator Specification of Amperage Load (cont’d)

AT&T Illinois may begin billing the Collocator based on the Interim Amperage (as defined below) from the effective date of this paragraph until the Collocator submits an initial Certification containing the Collocator-Specified Amperage Load for each DC Power Delivery Arrangement. To establish an interim Collocator-Specified Amperage Load for each DC Power Delivery Arrangement, AT&T Illinois shall average the Collocator’s DC Power metered used for the three months prior to the effective date of this paragraph ("Interim Amperage"). Upon submission of the initial Certification report, AT&T Illinois may calculate a true-up for the difference in the Interim Amperage billed and the initial Certification reported amperage from the effective date of this paragraph. The cumulative true-up for all affected DC Power Delivery Arrangements will be assessed as a credit or back-bill to the Collocator within ninety (90) days from the date the initial Certification is submitted to AT&T Illinois.

For new DC Power Delivery Arrangement(s) established after the effective date of this paragraph, the Collocator shall submit a Certification stating the total drain in amperes for the new arrangement(s), within thirty (30) days of when that arrangement(s) is turned over to the Collocator. If the pertinent equipment has attained normal operating power draw on or before the 30th day, the Collocator shall identify that date for AT&T Illinois and billing shall begin on that date. If normal operating power has not been reached by the 30th day, the Collocator shall re-certify once it has done so, and AT&T Illinois will true-up the difference between the initial and follow-up readings. The Certification shall contain the measured total actual DC current drain in amperes which shall be used by AT&T Illinois for billing on a per amperage basis until it is adjusted as set forth elsewhere in this tariff. The Certification will also contain a statement signed by an authorized representative of the Collocator which attests that, under normal operating conditions, the Collocator is not exceeding the total load of power as reported on the Certification.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

16A. Collocator Specification of Amperage Load (cont’d)

If the Collocator increases or decreases its total actual DC current drain under normal operating conditions on a given Power Delivery Arrangement, or modifies or changes its equipment within a collocation space such that it alters the amount of power consumed, the Collocator shall submit to AT&T Illinois a Certification of its revised Collocator-Specified Amperage Load for the affected Power Delivery Arrangement. For example, the Collocator shall submit a revised certification whenever the Collocator: 1) activates or de-activates any equipment bay(s) in an existing collocation arrangement; 2) activates or de-activates any equipment shelf in an existing, activated equipment bay; or 3) activates or de-activates any card in an existing, activated equipment shelf. The revised Certification(s) shall be used by AT&T Illinois for billing until it is adjusted as set forth elsewhere in this tariff. The Collocator may submit revised Certification(s) to AT&T Illinois at any time and the revised Certification(s) will be used by AT&T Illinois for billing until it is adjusted as set forth elsewhere in this tariff.

AT&T Illinois shall waive the applicable escort fee for approved Tier I power vendors used by the Collocator to access its virtual collocation arrangement for the purpose of performing the initial physical measurement at a particular wire center. This escort fee waiver shall not apply to any subsequent measurements.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

17. Direct Current (“DC”) Power Amperage

AT&T Illinois will provide DC power subject to a monthly recurring charge determined by multiplying the per DC amperage (“amp”) rate by the Collocator-Specified Amperage Load. The maximum allowable Collocator-Specified Amperage Load is 50 amps when provisioned from an AT&T Illinois Battery Distribution Fuse Bay (“BDFB”). The minimum allowable amperage is 51 amps and maximum is 200 amps when provisioned from an AT&T Illinois Power Board. Subject to these limitations, the Collocator-Specified Amperage Load can be ordered in one (1) amp increments. By way of example, if the Collocator-Specified Amperage Load is twenty-one (21) amps, the Collocator will be considered to have specified two (2) twenty-one (21) amp power feeds (for a combined total of forty-two (42) amps), but AT&T Illinois shall only bill the Collocator the monthly recurring charge applicable to the Collocator-Specified Amperage Load, that is, twenty-one (21) amps. Under this provision the Collocator represents and warrants that, under normal operating conditions, it at no time will draw more than its Collocator-Specified Amperage Load on the DC power leads provided by AT&T Illinois for a power arrangement. The DC power charge per amp covers the use of AT&T Illinois’ DC power plant, backup generator and fuel pump activity, batteries and rectifiers, BDFB, Heating, Ventilating, and Air Conditioning (“HVAC”) and AC energy to convert to DC power. The Charge for this rate element is specified in the pricing section following.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

18. Power Fuse Reductions on Battery Distribution Fuse Bay ("BDFB") (50 amp A feed and 50 amp B feed and below power arrangements) – refusing only

Upon request, AT&T Illinois will project manage the change of the power fusing on the Collocator’s power services associated with serving an existing Physical or Virtual Collocation Arrangement when power fuses are being reduced at the AT&T Illinois BDFB. The work activities applicable to reduction of power fuses on the AT&T Illinois BDFB includes: power fuse rearrangement, restenciling power and tag cables, updating records, and vendor engineering.

19. Power Fuse Reductions on Power Board (51 amp A feed and 51 amp B feed and above arrangements)

AT&T Illinois will project manage fuse capacity changes at AT&T Illinois Power Boards associated with a Collocator’s existing Physical Collocation Arrangement. When power fuses are being reduced, the minimum DC amperage permitted at the Power Board will be 51 amps. The work activities applicable to reduction of power fuses on the AT&T Illinois Power Board includes: power fuse arrangement, restencil power and tag cables, power records update and vendor engineering. Reductions to 50 amps or less will also require recabling to an AT&T Illinois Battery Distribution Fuse Bay ("BDFB").

20. For existing collocation arrangements, power reductions defined in 18 and 19 above will be available to the Collocators that submit such requests and pay the appropriate order charge listed under sub-section D Prices following. AT&T Illinois will be responsible for the costs associated with any refusing and cabling required to implement the requested power reduction.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

C. TERMS AND CONDITIONS (cont’d)

21. Audit Provision

   A. AT&T Illinois may periodically validate the Collocator’s actual usage at a Power Delivery Arrangement (“Audit”). The Collocator shall provide reasonable access to their equipment cages so that AT&T Illinois can perform audits.

   For each audit performed by AT&T Illinois, AT&T Illinois shall provide a written copy of the audit results to Collocator within thirty (30) days of the validation. AT&T Illinois shall provide, at a minimum, the following information to the Collocator regarding the audit results: date and time of validations; the location of the collocation arrangement audited (by CLLI, fuse position and bay); the equipment used to perform the audit (by manufacturer model); and the number of amps measured.

   B. If the audit determines that the Collocator’s actual DC current drain is between 0% - 9% different from the latest Collocator-Specified Amperage Load (either from the most recent Certification or AT&T Illinois Audit resulting in a billing adjustment, whichever is later), then AT&T Illinois will not make any modifications to the Collocator’s billing for the identified Power Delivery Arrangement.
1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

   **C. TERMS AND CONDITIONS (cont’d)**

   21. **Audit Provision (cont’d)**

   C. If AT&T Illinois detects that the Collocator’s actual usage is 10% - 19% greater than the Collocator-Specified Amperage Load at a Power Delivery Arrangement, and if the discrepancy is at least 5 amps, AT&T Illinois will provide notice of the discrepancy to the Collocator, as provided in paragraph 21A above. No sooner than thirty (30) days after the date of this notice, AT&T Illinois will update the Collocator’s billing to reflect the AT&T Illinois-validated usage, covering the period from the present back to the most recently dated of the most recent collocation application, the most recent submission of a revised Collocator-Specified Amperage Load, the most recent Certification or the most recent Audit. AT&T Illinois will also update the Collocator’s billing going-forward to reflect the AT&T Illinois-validated usage. The Collocator shall have the right to dispute AT&T Illinois’ findings and may file a written dispute within 30 days after the date of the notice from AT&T Illinois. To resolve the dispute, AT&T Illinois and the Collocator will set a mutually agreeable date to coordinate a joint metering of the arrangement to verify findings. If the joint metering does not resolve the dispute, then the parties will resolve the dispute using the dispute resolution processes included in their respective interconnection agreement or found in this tariff. If the joint metering resolves the dispute, then the revised and agreed upon reading shall be used as the Collocator-Specified Amperage Load.

   If, as a result of the dispute resolution process, an Audit result is modified, so that any amounts actually paid by the Collocator are inconsistent with the modified audit results, such amounts shall be subject to true-up.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

21. Audit Provision

D. If AT&T Illinois detects that the Collocator's actual usage is 20% or more greater than the Collocator-Specified Amperage Load at a Power Delivery Arrangement, and if the discrepancy is at least 5 amps, AT&T Illinois will provide notice of the discrepancy to the Collocator as specified in paragraph 21A above. No sooner than thirty (30) days after the date of this notice, AT&T Illinois will update the Collocator's billing to reflect the AT&T Illinois-validated usage, covering the period from the present back to the most recently dated of the most recent collocation application, the most recent submission of a revised Collocator-Specified Amperage Load, or to the most recent Audit. AT&T Illinois will also update the Collocator's billing going-forward to reflect the AT&T Illinois-validated usage. The Collocator shall have the right to dispute AT&T Illinois’ findings and may file a written dispute within 30 days after the date of the notice from AT&T Illinois. To resolve the dispute, AT&T Illinois and the Collocator will set a mutually agreeable date to coordinate a joint metering of the arrangement to verify findings. If the joint metering does not resolve the dispute, then the parties will resolve the dispute using the dispute resolution processes included in their respective interconnection agreement or found in this tariff. If the joint metering resolves the dispute, then the revised and agreed upon reading shall be used as the Collocator-Specified Amperage Load.

In addition, if the dispute is decided in favor of AT&T Illinois or the Collocator does not dispute the AT&T Illinois audit findings, the Collocator shall reimburse AT&T Illinois, on a time and materials basis, for the costs it incurs to conduct the Audit and to adjust the billing for that arrangement.

If, as a result of the dispute resolution process, an audit result that initially qualified for audit cost reimbursement is determined to fall below the reimbursement thresholds set forth above, the Collocator will not be required to reimburse AT&T Illinois for its cost of the audit. Also, if, as a result of the dispute resolution process, an Audit result is modified, so that any amounts actually paid by the Collocator are inconsistent with the modified audit results, such amounts shall be subject to true-up.
1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

D. PRICES

The rates for the APCS rate elements are specified below:

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<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
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1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

D. **PRICES (cont’d)**

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1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

   **D. PRICES (cont’d)**

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<th>Description /Billing Code/</th>
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Issued: June 28, 2010
Effective: June 29, 2010

By W. Karl Wardin, Regional Vice President - Regulatory
225 West Randolph Street, Chicago, Illinois 60606

ATT TN IW-10-0003
1. **AMERICOTCH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

**D. PRICES (cont’d)**

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Diverse Riser

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont'd)

D. PRICES (cont’d)

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<th>Description</th>
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<tbody>
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<td>Order Charge, per Disconnect Order</td>
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<td>per Initial 50 Sq. Ft.</td>
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</tbody>
</table>

**Carrier Cross-Connect Service for Interconnection /1/**

| Collocator-to-Collocator Cable Racking, per Foot | .09 | - |

/1/ Additional services are provided as needed from the Ameritech Physical Collocation Offerings section of the tariff.

### 1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

**D. PRICES (cont’d)**

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cageless Physical Collocation /1/</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Office Floor Space - Per Standard Bay</td>
<td>$32.60</td>
<td></td>
</tr>
<tr>
<td>Order Charge Per Connect Order</td>
<td>-</td>
<td>$115.26</td>
</tr>
<tr>
<td>Order Charge Per Disconnect Order</td>
<td>-</td>
<td>10.22</td>
</tr>
<tr>
<td>Central Office Build Out - Per Initial Bay</td>
<td>-</td>
<td>9,199.15</td>
</tr>
<tr>
<td>Central Office Build Out - Per Additional Bay</td>
<td>-</td>
<td>1,333.57</td>
</tr>
</tbody>
</table>

/1/ Additional services are provided as needed from the Ameritech Physical Collocation Offerings section of the tariff.

1. **AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)**

**D. PRICES (cont’d)**

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adjacent Collocation</strong>¹/²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Office Adjacent On-site Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Planning Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Initial (per request)</td>
<td>-</td>
<td>$6,125.65</td>
</tr>
<tr>
<td>- Subsequent, Cabling only</td>
<td>-</td>
<td>1,224.33</td>
</tr>
<tr>
<td>- Land rental, per sq. ft.</td>
<td>$.10</td>
<td>-</td>
</tr>
<tr>
<td>- Extension of 100 Amp AC Service from CO switchboard</td>
<td>-</td>
<td>6,447.00</td>
</tr>
<tr>
<td>- AC Usage, per KWH</td>
<td>.05</td>
<td>-</td>
</tr>
<tr>
<td>Entrance Conduit Adjacent On-site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Fiber Cable</td>
<td>.58</td>
<td>1,213.28</td>
</tr>
<tr>
<td>- Racking, per rack</td>
<td>22.18</td>
<td>270.61</td>
</tr>
<tr>
<td>- Cable entrance, per Wall Opening</td>
<td>-</td>
<td>774.88</td>
</tr>
</tbody>
</table>

¹/² Adjacent Collocation rates with the exception of DC Power Delivery from Texas Local Access Service Tariff, Section 5. The Texas rates are interim and subject to true-up based on the outcome of Texas Cost Docket 21333.

² Additional services are provided as needed from the Ameritech Physical Collocation Offerings section of the tariff.

³ DC Power Delivery charges pursuant to Kansas Local Access Service Tariff, Section 21, on interim basis until Illinois specific rates become available.

1. AMERITECH PHYSICAL COLLOCATION OFFERINGS (cont’d)

D. PRICES (cont’d)

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adjacent Collocation</strong>/ <strong>(cont’d)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200 Conductor Electrical Cross-Connection Block</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent On-site Collocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Copper Cable Arrangement (200 Conductor)</td>
<td>$6.27</td>
<td>$1,371.93</td>
</tr>
<tr>
<td></td>
<td>Racking, per Rack</td>
<td>30.63</td>
</tr>
<tr>
<td>Digital Cross-Connection Panel (DSX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent On-site Collocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- DS1 Arrangement (28 DS1s) DCS</td>
<td>295.14</td>
<td>2,341.45</td>
</tr>
<tr>
<td>- DS1 Arrangement (28 DS1s) DSX</td>
<td>13.91</td>
<td>2,341.45</td>
</tr>
<tr>
<td>- DS3 Arrangement (1 DS3) DCS</td>
<td>73.49</td>
<td>598.33</td>
</tr>
<tr>
<td>- DS3 Arrangement (1 DS3) DSX</td>
<td>12.11</td>
<td>598.33</td>
</tr>
<tr>
<td>Optical Cross-Connection Panel (OCX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent On-site (per Cable)</td>
<td>7.49</td>
<td>3,751.22</td>
</tr>
<tr>
<td>- Cable Racking (per Cable)</td>
<td>.76</td>
<td>-</td>
</tr>
</tbody>
</table>

/1/ Adjacent Collocation rates from Texas Local Access Service Tariff, Section 5. The Texas rates are interim and subject to true-up based on the outcome of Texas Cost Docket 21333.

2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS)

A. DESCRIPTION

Ameritech Virtual Collocation Service (AVCS) enables a Requesting Carrier to designate specific equipment, dedicated to the Requesting Carrier's use, to be placed within the Company premises to interconnect with the Company's network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, or for access to the Company's unbundled network elements for the provision of telecommunications service, all to the extent required by 47 USC §251(c).

AVCS is provided under the same terms and conditions as Ameritech Virtual Optical Interconnection Service (AVOIS) (Ill. C.C. No. 21, Section 16.3) except for the following:

Upon request, the Company shall provide Requesting Carrier virtual collocation where space is available in its premises in which network facilities are located. 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 virtually collocated equipment but may, at its expense, electronically monitor and control virtually collocated equipment. The Company shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for maintaining and repairing the virtually collocated equipment. In addition to the rates set forth in B. following, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS)

A. DESCRIPTION (cont’d)

1. Cross Connections for Virtual Collocation

The Company provides AVCS to Carriers to connect to the following Company provided services via Ameritech Cross-Connection Service (ACCS) as described in this Section:

- Switched Access services and/or Special Access services under the provisions of Ill. C.C. No. 21, Sections 6 and 7,
- Unbundled Loops
- Unbundled Local Switching
- Service Provider Number Portability
- Ameritech End Office Integration Service under the provisions of Part 23, Section 2,
- Tandem Switching service
- Unbundled Interoffice Transport

2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)

A. DESCRIPTION (cont'd)

2. Interconnection with Other Collocated Carriers

Upon placement of a service order, the Company shall permit Requesting Carrier to interconnect its network with that of another Collocating Telecommunications Carrier at the Company’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 the Company or to access the Company’s unbundled network elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) through the use of an Company approved vendor, or request the Company to provide such connection between the two carriers' collocated equipment via Ameritech Cross-Connect Service ("ACCS"). If Requesting Carrier provides CCCSI, such CCCSI (i) must, at a minimum, comply in all respects with the Company’s technical and engineering requirements and (ii) shall require Requesting Carrier to lease the Company cable rack and/or riser space to carry the connecting transport facility. The rates for ACCS and leasing of cable rack and riser space are set forth at B. If Requesting Carrier Interconnects its network with another collocating telecommunications carrier pursuant to this Section, Requesting Carrier shall, in addition to its indemnity obligations set forth in this Section, indemnify the Company 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.


Issued: June 28, 2010
Effective: June 29, 2010
By W. Karl Wardin, Regional Vice President - Regulatory
225 West Randolph Street, Chicago, Illinois 60606
ATT TN IW-10-0003
2. AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont’d)

B. PRICES

The AVCS rate elements are the same as the rate elements for the Ameritech Virtual Optical Interconnection Service as set forth in Ill. C.C. No. 21, Section 16.5

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
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</thead>
<tbody>
<tr>
<td>Service Order Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Order /SP1SO/</td>
<td>-</td>
<td>$115.26</td>
</tr>
<tr>
<td>Optical Line Entrance Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Foot /SP1EF</td>
<td>$ .06/1/</td>
<td>-</td>
</tr>
<tr>
<td>Riser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Space Per Foot /SP1RC/</td>
<td>.26</td>
<td>-</td>
</tr>
<tr>
<td>- Per Fiber Termination /SP1RT/</td>
<td>1.51</td>
<td></td>
</tr>
<tr>
<td>Cable Vault Splicing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Initial Splice /SP1S1/</td>
<td>-</td>
<td>209.75</td>
</tr>
<tr>
<td>- Per Subsequent Splice /SP1S2/</td>
<td>-</td>
<td>15.55</td>
</tr>
<tr>
<td>Splice Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Initial Splice Test /SP1T1/</td>
<td>-</td>
<td>48.13</td>
</tr>
<tr>
<td>- Per Subsequent Splice Test /SP1T2/</td>
<td>-</td>
<td>2.83</td>
</tr>
<tr>
<td>Cable Pulling From Manhole to Cable Vault</td>
<td>-</td>
<td>227.60</td>
</tr>
<tr>
<td>- Per First Foot /SP1V1/</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

/1/ Rates indicated do not include cable.

2. **AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont’d)**

   **B. PRICES (cont’d)**

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optical Line (cont’d)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Pulling From Cable Vault to the LGX Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per First Foot /SP1W1/</td>
<td>-</td>
<td>$ 84.93</td>
</tr>
<tr>
<td>- Per Additional Foot /SP1WA/</td>
<td>-</td>
<td>.84</td>
</tr>
<tr>
<td>Diverse Riser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per floor traversed /SP1RS/</td>
<td>-</td>
<td>501.99</td>
</tr>
<tr>
<td>Equipment Bay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per 7’ Bay Installed (Company provided/installed) /OMUAE/</td>
<td>$26.28</td>
<td>452.34</td>
</tr>
<tr>
<td>Equipment Bay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per 7’ Bay Installed (Customer provided/installed/pre-packaged) /OMUAS/</td>
<td>22.34</td>
<td>./1/</td>
</tr>
<tr>
<td>Project Management Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Initial 7’ Bay</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

/1/ Rates indicated do not include cable.

2. **AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont’d)**

**B. PRICES (cont’d)**

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Fee (cont’d)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Additional 7’ Bay Installed on Initial or Subsequent Order /NRBPV/</td>
<td>-</td>
<td>$1,603.87</td>
</tr>
<tr>
<td>- Per Initial Shelf Installed on Subsequent Order /NRBPW/</td>
<td></td>
<td>2,405.80</td>
</tr>
<tr>
<td>- Per Additional Shelf Installed on Same Subsequent Order /NRBPX/</td>
<td></td>
<td>1,443.48</td>
</tr>
<tr>
<td>- Per Bay Rearrangement and/or Miscellaneous Work /NRBPZ/</td>
<td>-</td>
<td>1,924.64</td>
</tr>
<tr>
<td>DC Power Amperage Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per amp /C1FWA/</td>
<td>$9.80</td>
<td>-</td>
</tr>
<tr>
<td>Power Delivery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per 7’ Bay Installed /SP1PP/</td>
<td>-</td>
<td>1,802.03</td>
</tr>
<tr>
<td>200 Conductor Electrical Cross-Connection Block</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per 200 Conductor Electrical Cross-Connection Block /EPJCX/</td>
<td>64.25</td>
<td>-</td>
</tr>
</tbody>
</table>
### AMERITECH VIRTUAL COLLOCATION SERVICE (AVCS) (cont'd)

#### B. PRICES (cont’d)

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Cross-Connection Panel (DSX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per DSX-3 Termination (1 DS3 termination) /DXZD3/</td>
<td>$15.21</td>
<td>-</td>
</tr>
<tr>
<td>- Per DSX-1 Panel (Up to 56 DS1 terminations) /DXSD1/</td>
<td>48.56</td>
<td>-</td>
</tr>
<tr>
<td>Optical Cross-Connection Panel (OCX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per OCX Panel Segment /SP1PZ/</td>
<td>5.84</td>
<td>-</td>
</tr>
<tr>
<td>Digital Timing Source</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per Timing Circuit Required /SP1TV/</td>
<td>2.57</td>
<td>-</td>
</tr>
<tr>
<td>Thru-Connect</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Per DSX-1 to DSX-1</td>
<td>.24</td>
<td>$7.13</td>
</tr>
<tr>
<td>- Per OCX to OCX</td>
<td>1.72</td>
<td>7.13</td>
</tr>
<tr>
<td>Carrier Cross Connect Service for Interconnection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collocator-to-Collocator Cable Racking, per foot</td>
<td>See 1.D. for rates</td>
<td></td>
</tr>
<tr>
<td>Project Management Fee</td>
<td>See 1.D. for rates</td>
<td></td>
</tr>
</tbody>
</table>

3. **AMERITECH CROSS-CONNECTION SERVICE (ACCS)**

The Company, via the Cross-Connection for Physical Collocation Offerings and Interconnection with other Collocated Carriers as described herein, consistent with Section 13-801(c) of the Illinois Public Utilities Act, will continue to provide for the most reasonably direct and efficient connection, that is consistent with safety and network reliability standards, for the connection of Carrier provided services, elements or facilities to a collocation arrangement:

- **Collocator-to-Collocator Direct Connections:**

  Connections between collocated telecommunications carriers are available under the terms and conditions of Interconnection with other Collocated Carriers, as described herein. This offering allows either collocator to request and have placed a cable directly between their two collocation arrangements. Engineering and design of the cable path will be offered in a nondiscriminatory fashion consistent with engineering safety and installation practices utilized by Ameritech for its own cable placement.

- **Cross-connections between a non-collocated telecommunications carrier's Company provided network elements platform or its own transport facilities and the facilities of any collocated carrier:**

  Non-collocated telecommunications carriers can disaggregate their Company provided network element platform and utilize Ameritech Cross Connect Service (ACCS) to cross-connect the individual UNE elements to any collocated carrier, via Cross-Connections for Physical Collocation Offerings, as described herein. The non-collocated carrier will need a Letter of Authorization (LOA) from the collocated carrier to utilize the Connecting Facilities Assignment (CFA) of the collocated carrier.

  Non-collocated telecommunications carriers can utilize Ameritech Cross Connect Service (ACCS) to cross-connect their Company provided special access circuits or unbundled dedicated transport elements that terminate in a Company central office to any collocation arrangement in that office, via Cross-Connections for Physical Collocation Offerings, as described herein. The non-collocated carrier will need an LOA from the collocated carrier to utilize the CFA of the collocated carrier.
3. **AMERITECH CROSS-CONNECTION SERVICE (ACCS) (cont’d)**

Non-collocated telecommunications carriers requesting to connect their own physical facilities to a collocated carrier's arrangement can do so by delivering their fiber Entrance Facilities to a designated manhole outside the central office, providing a coil of fiber with enough length to be pulled into the central office and routed to the collocated carrier's arrangement. The collocated carrier will initiate the request for this fiber to be pulled into its collocation arrangement via a collocation application consistent with the terms of the Illinois Collocation tariff or the collocated carrier's interconnection agreement with the Company, whichever is applicable. Engineering and design of the cable path will be offered in a nondiscriminatory fashion consistent with engineering practices utilized by the Company for its own cable placement.

**A. DESCRIPTION**

Ameritech Cross-Connection Service (ACCS) provides for the connection of Carrier provided Voice Grade, 0 to 75 baud, 0 to 150 baud, 300 - 3,000 Hz, 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56.0 Kbps, 64.0 Kbps, 1.544 Mbps, 44.736 Mbps, 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps channels to the following Company services:

- Switched Access services and/or Special Access services under the provisions of I.C.C. No. 21,
- Unbundled Loops
- Unbundled Local Switching
- Service Provider Number Portability
- Ameritech End Office Integration Service under the provisions of Section 2
- Tandem Switching service
- Unbundled Interoffice Transport
- Collocator-to-Collocator Cross Connection between collocated telecommunications carriers as described above in this section.
3. AMERITECH CROSS-CONNECTION SERVICE (ACCS) (cont’d)

B. TERMS AND CONDITIONS

Ameritech Cross-Connection Service (ACCS) is provided under the same terms and condition as Ameritech Cross-Connection Service for Interconnection (ACCSI) (Ill. C.C. No. 21, Section 16.4).

C. PRICES

Ameritech Cross-Connection Service rates and charges are the same as the rates and charges for the Ameritech Cross-Connection Service for Interconnection rate elements as set forth in Ameritech Operating Companies Tariff I.C.C. No. 21, Section 16.4 for OC-3, OC-12 and OC-48 Cross-Connections. All other ACCS cross-connections are specified below:

<table>
<thead>
<tr>
<th>Description /Billing Code/</th>
<th>Recurring Charge</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Wire Cross-Connect /CXCT2/</td>
<td>$.14</td>
<td>-</td>
</tr>
<tr>
<td>4-Wire Cross-Connect /CXCT4/</td>
<td>.31</td>
<td>-</td>
</tr>
<tr>
<td>6-Wire Cross-Connect /CXCT6/</td>
<td>.45</td>
<td>-</td>
</tr>
<tr>
<td>8-Wire Cross-Connect /CXCT8/</td>
<td>.62</td>
<td>-</td>
</tr>
<tr>
<td>DS1/LT1 Cross-Connect /CXCDX/</td>
<td>.43</td>
<td>-</td>
</tr>
<tr>
<td>DS3/LT3 Cross-Connect /CXCEX/</td>
<td>.76</td>
<td>-</td>
</tr>
</tbody>
</table>