ORIGINAL

Marceil Morrell*
Assistant Vice President &
Associate General Counsel
Region Operations-East

Anthony P. Gillman*
Assistant General Counsel

Florida Region Counsel**
Kimberly Caswell
M. Eric Edgington
Ernesto Mayor, Jr.
Elizabeth Biemer Sanchez

* Certified in Florida as Authorized House Counsel
** Licensed in Florida

GTE SERVICE CORPORATION

One Tampa City Center
201 North Franklin Street (33602)
Post Office Box 110, FLTC0007
Tampa, Florida 33601-0110
813-483-2606
813-204-8870 (Facsimile)

October 28, 1999

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

991655-TP

Re: Docket No. 990918-TP
Notice by GTE Florida Incorporated of adoption of an approved interconnection agreement between GTE Florida Incorporated and DIECA Communications, Inc. d/b/a Covad Communications Company by DSLnet Communications, LLC

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Supplemental Interconnection Agreement with DSLnet Communications, LLC. The supplemental agreement consists of a total of 29 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

AFA
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Very truly yours,

Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

STATE OF FLORIDA

DIVISION OF RECORDS & REPORTING
BLANCA S. BAYÓ
DIRECTOR
(850) 413-6770

Public Service Commission

October 29, 1999

Kimberly Caswell, Attorney
GTE Florida Incorporated
Post Office Box 110
Tampa, Florida 33601-0110

Re: Docket No. 991655-TP

Dear Ms. Caswell:

This will acknowledge receipt of a petition by GTE Florida Incorporated for approval of amendment to interconnection agreement with DSLnet Communications, LLC, which was filed in this office on October 28, 1999 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6078 or FAX (850) 413-6079.

Division of Records and Reporting
Florida Public Service Commission

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Notice by GTE Florida Incorporated of adoption of an approved interconnection agreement between GTE Florida Incorporated and DIECA Communications, Inc. d/b/a Covad Communications Company by DSLnet Communications, LLC	)	Docket No. 990918-TP Filed: October 28, 1999

PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL OF SUPPLEMENTAL INTERCONNECTION AGREEMENT WITH DSLNET COMMUNICATIONS LLC

GTE Florida Incorporated (GTEFL) files this petition before the Florida Public Service Commission seeking approval of a supplemental interconnection agreement which GTEFL has entered with DSLnet Communications LLC ("DSLnet"). In support of this petition, GTEFL states:

On July 14, 1999, GTEFL filed a notice of adoption of an approved interconnection agreement between GTEFL and DIECA Communications, Inc. d/b/a Covad Communications Company by DSLnet Communications, LLC, which was approved by the Commission on July 29, 1999. The agreement attached hereto as Attachment A supplements the adopted terms of the original agreement to reflect FCC collocation rules.

GTEFL respectfully requests that the Commission approve the attached supplemental interconnection agreement and that GTEFL be granted all other relief proper under the circumstances.

Respectfully submitted on October 28, 1999.

By: _____

Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for GTE Florida Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Supplemental Interconnection Agreement with DSLnet Communications LLC was sent via overnight delivery on October 27, 1999 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

DSLnet Communications LLC
Attention: Schula Hobbs
545 Long Wharf Drive, 5th Floor
New Haven, CT 06511

Kimberly Caswell

AGREEMENT
BETWEEN
GTE FLORIDA INCORPORATED
AND
DSLNET COMMUNICATIONS LLC
SUPPLEMENTING ADOPTED TERMS

THIS AGREEMENT is by and between GTE Florida Incorporated ("GTE") and DSLnet Communications LLC ("DSLnet"), GTE and DSLnet being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Florida (the "State").

WHEREAS, DSLnet has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between GTE and Covad Communications, d/b/a DIECA Communications, Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order dated June 12, 1999 in Docket No. 990182 and the DSLnet's adoption of the Adopted Terms was filed with the Florida Public Utilities Commission on July 14, 1999;

WHEREAS, subsequent to the approval of the Underlying Agreement and the adoption of the Adopted Terms, DSLnet notified GTE that it desired to supplement the Terms with this Agreement because the Federal Communications Commission ("FCC") issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48 (the "FCC Collocation Rules"); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms to reflect the FCC Collocation Rules as follows.

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

1. Except as provided in Section 2, the Parties agree that the terms and conditions in Attachments 1 and 2 to this Agreement shall govern the provision of collocation services, pending possible future amendments.

2. DSLnet shall have the right to continue to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement. However, new collocation services ordered outside of said tariffs on or after said effective date will be provided pursuant to Attachments 1 and 2.

3. For administrative ease, and without waiving their rights to challenge the legality of the Adopted Terms, the Parties have agreed to apply the Adopted Terms to the provision of

collocation, except to the extent inconsistent with any terms and conditions contained herein or in Attachments 1 and 2.[1] Specifically, the Parties have agreed that this Agreement, including Attachments 1 and 2, shall supersede Section 1 of Article IX of the Adopted Terms. If a Party disputes the application of a specific term or condition in Attachments 1 and 2, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of the Adopted Terms.

4. Prices for collocation are identified in Attachment 2 and the GTE tariffs described in Section 2 above. The Parties acknowledge that the prices in Attachment 2 may be superseded by prices contained in future regulatory orders or as otherwise required by legal requirements (the "Final Prices"). To the extent the Final Prices, or the terms and conditions for application of the Final Prices, are different than the prices in Attachment 2, the Final Prices will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

GTE Florida Incorporated	DSLnet Communications LLC
By: Connie Nicholas	By: Wendy S. Bluemling
Name: Connie Nicholas	Name: Wendy S. Bluemling
Title: Assistant Vice President Wholesale Markets-Interconnection	Title: Director - Regulatory Affairs
Date: October 19, 1999	Date: October 15, 1999

*GTE has agreed to allow this Agreement to become effective upon execution in order to permit DSLnet to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. In light of this, DSLnet hereby agrees that its obligations regarding indemnification, confidentiality and insurance set forth in Sections 4, 5, 6 and 8 of Attachment 1] shall remain in effect notwithstanding the Commission's possible rejection of this Agreement.

APPROVED BY LEGAL DEPT.	
TBP	10/4/99
ATTORNEY	DATE

[1] The Parties' reservation of rights and positions regarding the Terms set forth in the Adoption Letter, dated June 14, 1999, are incorporated by reference and restated as if fully set forth herein. Furthermore, notwithstanding this Agreement, the Parties do not waive, and hereby expressly reserve, the right to challenge the FCC Collocation Rules and/or whether this Agreement meets the requirements of those Rules. Finally, the Parties further expressly reserve their rights pursuant to the Adopted Terms, in the event that such Rules are later modified or eliminated due to changes in legal requirements.

COLLOCATION SERVICES

1. General

(a) Collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with GTE or for purposes of accessing unbundled network elements in those GTE wire centers or access tandems listed in the National Exchange Carrier Association, Inc., Tariff FCC 4.

(b) Collocation may be accomplished through Caged or Cageless Collocation, except in those instances where Caged or Cageless Collocation is not practical for technical reasons or due to space limitations. GTE shall provide Adjacent Collocation or other methods of interconnection to the extent technically feasible.

(c) Collocation is subject to the General Regulations as put forth in Article III of this Agreement, unless otherwise stated herein.

2. Service Description

(a) Caged or Cageless Collocation will be provided where technically feasible and space is available within a GTE wire center or access tandem to locate the telecommunications equipment of DSLnet and interconnect with the facilities of GTE for purposes of accessing unbundled network elements or for the exchange of traffic.

(b) Adjacent Collocation arrangements will be made available when Caged and Cageless Collocation is not available due to technical reasons or because Collocation space in the wire center is justifiably exhausted.

(c) Collocation will be available via microwave services where reasonably feasible via the BFR process.

(d) GTE will make Collocation space available within its premises to requesting CLECs on a first-come, first-served basis. GTE will not be required to lease or construct additional space to provide for Caged, Cageless and Adjacent Collocation when available Collocation space has been exhausted.

(e) GTE shall not guarantee contiguous space to CLECs that seek to expand their existing Collocation space.

(f) GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future Caged and Cageless Collocation requests.

(g) DSLnet may lease transport from GTE to connect to their Collocation equipment instead of constructing their own facility to the GTE premises.

(h) GTE is not responsible for the design, engineering, or performance of DSLnet's designated termination equipment and DSLnet provided facilities for Caged and Cageless Collocation. GTE is not responsible for testing and maintenance of Caged and Cageless Collocation arrangements.

(i) GTE's obligation to provide Collocation is contingent upon GTE's receipt of all applicable fees, rates, charges, application forms and required permits.

(j) Where DSLnet shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, i.e., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements, and a GTE employee may be required to accompany DSLnet's personnel.

(k) DSLnet agrees that its employees/vendors with access to the GTE premises shall at all times adhere to the rules of conduct established by GTE for GTE personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide DSLnet with written notice of such changes.

(l) DSLnet's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities; create hazards or cause physical harm to any individual or the public.

(m) DSLnet does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in the GTE wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein.

(n) To the extent that DSLnet requires use of GTE local exchange line, DSLnet must order a Local Exchange Access Line (B1). DSLnet may not use GTE official lines.

(o) GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

3. Responsibilities of GTE

(a) GTE will provide Collocation, within the limitations of space and facilities.

(b) The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities.

(c) GTE will provide, at DSLnet's request, at least two separate points of entry to the wire center or access tandem where there are two entry points for GTE's cable facilities. The exception to this situation is where one entry of a two-entry office is filled to capacity.

(d) GTE will not purchase DSLnet designated termination equipment from a vendor for DSLnet's use. If DSLnet chooses, GTE will assist DSLnet in the purchase of terminating equipment by establishing a contact point with GTE Supply.

(e) GTE will coordinate with DSLnet to ensure that services are installed in accordance

with the service request. If GTE fails to install such equipment in accordance with the service request, GTE will correct the installation at its own expense.

(f) GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of Collocation.

(g) GTE reserves the right to refuse use of DSLnet's equipment or DSLnet designated termination equipment which does not meet GTE's network reliability standards and fire and safety codes.

(h) GTE reserves the right, with 24 hours prior notice to DSLnet, to access DSLnet's collocated partitioned space to perform periodic inspections to ensure compliance with GTE's installation, safety and security practices.

(i) GTE reserves the right, without prior notice, to access DSLnet's Collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by DSLnet or DSLnet's equipment upon the operation of GTE's equipment, facilities, and/or employees located outside DSLnet's Collocation space. GTE will notify DSLnet as soon as possible when such an event has occurred.

(j) GTE reserves the right to remove and dispose of DSLnet's collocated equipment and improvements located on GTE premises and adjacent land. If DSLnet fails to remove and dispose of the equipment within the 30-day period following discontinuance of service whether the discontinuance was ordered by DSLnet, or by GTE.

(k) GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements.

(l) GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any Collocation space, cable space or conduit space in order to fulfill its obligation under Public Service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse DSLnet for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

4. Responsibilities of DSLnet

(a) DSLnet is responsible for providing and installing its own equipment and equipment bay(s) in the Caged or Cageless Collocation area. GTE will designate floor space location for each bay of equipment installed.

(b) DSLnet is responsible for coordinating with GTE to ensure that services are installed in accordance with the service request. DSLnet agrees to meet with GTE, if requested by GTE, to review design and work plans for installation of DSLnet's designated equipment within GTE's premises. DSLnet agrees to install all its equipment within its designated Caged or Cageless area in contiguous line-ups in order to optimize the utilization of space within GTE's premises.

(c) In case of a GTE work stoppage, DSLnet's employees, contractors or agents will

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comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect DSLnet's access to its premises, or ability to provide service. DSLnet will notify the GTE DSLnet point of contact of any work stoppages by DSLnet employees.

(d) DSLnet is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. DSLnet will provide access to DSLnet's Collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify DSLnet in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to DSLnet as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact DSLnet's facilities or equipment and its ability to provide service. GTE will restrict access to DSLnet's Collocation space to persons necessary to handle such an emergency.

(e) DSLnet's employee, agent, or contractor with access to a GTE wire center(s) or access tandem(s) shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by GTE for the wire center or access tandem and GTE's employees, agents and contractors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide written notification 30 days in advance of such changes.

(f) DSLnet is responsible for payment of all charges. Failure to make payment will result in disconnection of service.

(g) DSLnet will be responsible to obtain appropriate insurance coverage, including but not limited to, fire, theft and liability as described in Section 8 of this Appendix, for all Collocation arrangements.

(h) DSLnet will be held liable for the actions and inactions of its employees, vendors or contractors having access to a GTE wire center or access tandem equipment and facilities.

(i) For Caged and Cageless Collocation arrangements, DSLnets shall have the right to use the designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during DSLnet's equipment installation work in the Collocation space. DSLnet is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. DSLnet will store equipment and materials within the Collocation space when work is not in progress (i.e., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. DSLnet will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work.

(j) DSLnet may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess DSLnet a market value lease rate for the area occupied by the trailer.

5. Claims and Demands for Damage

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(a) In addition to the provisions in Section 4 of this Appendix, DSLnet shall defend, indemnify and save harmless GTE from and against any and all suits, claims and demands by third persons caused by, arising out of or in any way related to the installation, maintenance, repair, replacement, presence, use or removal of DSLnet's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s) or caused by, arising out of or in any way related to DSLnet's failure to comply with any of the terms of this Agreement.

(b) GTE shall be liable to DSLnet only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to DSLnet-designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to DSLnet or its customers for any interruption of DSLnet's service or for interference with the operation of DSLnet's designated facilities arising in any manner out of DSLnet's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct.

(c) DSLnet shall indemnify, defend and hold harmless GTE from and against any and all losses, claims, demands and causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by DSLnet or by any other party or person for damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of DSLnet-designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in GTE's wire center(s) or access tandem(s), or by any act or omission of GTE, its employees, agents, former or striking employees or contractors in connection therewith. The provisions of this Section shall survive the termination, cancellation, modification or rescission of the Agreement.

(d) In no event shall GTE or any of its directors, officers, employees or agents be liable for any loss of profit or revenue by DSLnet or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by DSLnet, even if GTE has been advised of the possibility of such loss or damage. DSLnet shall indemnify, defend an hold harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all claims, costs, expenses or liability arising out of the installation and engineering of Collocation equipment.

(e) DSLnet represents, warrants and covenants that DSLnet shall not cause or permit any other party to cause any environmental conditions in, at or affecting GTE wire center or access tandem which violate any Federal, State or Local law, ordinance, rule or regulation. DSLnet shall indemnify, defend and hold harmless GTE from all liability, damage, claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission and the termination of any Collocation arrangement with DSLnet.

(f) If the Collocation equipment location in GTE's wire center(s) or access tandem(s) is partially damaged or rendered partially unusable by fire or other casualty not caused, directly or indirectly, by DSLnet, the damages thereto but not DSLnet

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equipment contained therein shall be repaired by and at the expense of GTE.

(g) DSLnet shall be responsible to ensure that all persons under its control work in compliance herewith, satisfactorily and in harmony with all others working in GTE's wire center or access tandem.

(h) If fire or other casualty thereof shall damage the Collocation equipment location in GTE's wire center(s) or access tandem(s) or any part, DSLnet shall give immediate notice thereof to GTE, and the regulations in this Agreement shall continue in full force and effect.

(i) If the Collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of DSLnet, or if the building shall be so damaged that GTEany shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the Collocation arrangements in the damaged building by providing written notification to DSLnet as soon as practicable but no later than 180 days after such fire or casualty specifying a date for the termination of the Collocation arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this Appendix shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. DSLnet shall forthwith quit, surrender and vacate the premises without prejudice. However, GTE's rights and remedies against DSLnet in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by DSLnet which were because any period after such date shall be returned to DSLnet. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations under the conditions in the paragraphs preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, DSLnet shall cooperate with GTE's restoration by removing from the Collocation space, as promptly as reasonably possible, all of DSLnet's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with DSLnet to minimize any disruption to service, resulting from any damage. GTE will provide written notification to DSLnet as soon as practicable detailing its plans to rebuild the Collocation building. GTE will restore service to DSLnet as soon as practicable.

6. Confidentiality

(a) DSLnet shall not use or disclose and shall hold in confidence all information of a competitive nature provided to DSLnet by GTE in connection with Collocation or known to DSLnet as a result of DSLnet's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of DSLnet's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by DSLnet in connection with Collocation or known to GTE as a result of the interconnection of DSLnet's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and DSLnet on a need to know basis only. Neither GTE nor DSLnet shall be obligated to hold in confidence information that:

- Was already known to DSLnet free of any obligation to keep such information confidential;

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- Was or becomes publicly available by other than unauthorized disclosure; or

- Was rightfully obtained from a third party not obligated to hold such information in confidence.

7. Network Outage, Damage and Reporting

(a) DSLnet shall be responsible for any damage or network outage occurring as a result of termination of DSLnet owned or DSLnet designated termination equipment in GTE wire center or access tandem.

(b) DSLnet is responsible for providing trouble report status when requested.

(c) DSLnet is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

(d) DSLnet shall be responsible for notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral.

(e) DSLnet is responsible for testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a DSLnet service.

8. Insurance & Liability Requirements

(a) DSLnet shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.

(b) GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:

(1) Comprehensive general liability coverage on an occurrence basis in an amount of $2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of $4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
(2) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in 8(a)(1) above.
(3) All Risk Property coverage on a full replacement cost basis insuring all of DSLnet's real and personal property located on or within GTE wire centers. DSLnet may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
(4) Statutory Workers Compensation coverage.
(5) Contractual Liability coverage.
(6) Automobile Liability coverage.
(7) Employers Liability coverage in an amount of $2,000,000.

(c) All policies purchased by DSLnet shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.

(d) All insurance must be in effect on or before GTE authorizes access by DSLnet

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employees or placement of DSLnet equipment or facilities within GTE premises and such insurance shall remain in force as long as DSLnet's facilities remain within any space governed by this tariff. If DSLnet fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from DSLnet. Failure to make a timely reimbursement will result in disconnection of service.

(e) DSLnet shall submit certificates of insurance and copies of policies reflecting the coverage specified in 8(b) above with the check for 50% of the NRCs. Commencement of work by GTE will not begin until these are received.

(f) DSLnet shall arrange for DSLnet's insurance company to GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination.

(g) DSLnet must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.

Failure to comply with the provisions of this Section 8 of this Appendix will be deemed a material breach of the terms of this Agreement.

9. Security Requirements for CLEC Access to GTE Buildings

(a) GTE will permit DSLnet's employees, agents, and contractors approved by GTE to have direct access to DSLnet's Caged or Cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. DSLnet's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines ("CSP").

(b) All employees, agents and contractors must meet certain minimum requirements as established in GTE's CSP. At the time DSLnet places the Collocation ASR for Caged or Cageless Collocation, DSLnet must submit a Background Investigation Form for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. The information will be submitted to GTE's Security Department for approval.

GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem.

(c) Access cards or keys will be provided to no more than six individuals per CLEC for each GTE wire center or access tandem.

(d) All DSLnet employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of DSLnet. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide DSLnet with instructions and necessary access cards or keys to obtain access to GTE buildings.

(e) GTE reserves the right to deny access to GTE buildings for any DSLnet employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of DSLnet are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow.

(f) GTE also reserves the right to deny access to GTE buildings for any DSLnet

employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause.

(g) DSLnet is required to immediately notify GTE by the most expeditious means, when any DSLnet employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ.

(h) DSLnet is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of DSLnet's employee and/or discontinuance of service. DSLnet shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of DSLnet or DSLnet's employee, agent or contractor to return to GTE.

GTE reserves the right to provide a GTE employee, agent or contractor to accompany and observe DSLnet's employee, agent or contractor at no cost to DSLnet.

DSLnet agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide DSLnet with written notice of such changes.

Where applicable, GTE will provide information to DSLnet on the specific type of security training required so DSLnet's employees can complete such training.

10. Technical Specifications

(a) DSLnet interconnection equipment installed with GTE's wire center or access tandem facilities shall be subject to and comply with GTE practices for ac/dc bonding and grounding requirements. This information will be provided to DSLnet in the CSP.

(b) DSLnet equipment must conform to the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment. All DSLnet equipment must be Network Equipment Building Systems (NEBS) 3 compliant, or enclosed in a cabinet that meets Telephone Company NEBS requirements.

(c) Upon installation of DSLnet's equipment, with prior notice, GTE will schedule time to work with DSLnet during the turn-up phase of the equipment to ensure proper functionality between DSLnet's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements.

(d) All equipment installed within GTE wire center or access tandem facilities shall also meet the industry standard requirements as shown in the following publications:

TR-NWT-000499
TR-NWT-000063
TR-TSY-000191
TR-TSY-000487
TR-NPL-000320

Part 15.109 47 C.F.R. FCC Rules and Regulations
ANSI T1.102
UL 94

(e) GTE reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).

11. DSLnet Terminating Equipment Requirements – General Regulations

(a) DSLnet shall be responsible for servicing, supplying, repairing and maintaining the equipment located within the wire center or access tandem that is required for Caged or Cageless Collocation.

(b) DSLnet is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards are required to reduce the possibility of interference within the wire center. Refer to the CSP, Addendum "B" for GTE standard cabling requirements.

(c) DSLnet shall be required to provide DS1 cable facilities to support DSLnet equipment installed to its capacity. GTE will wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for GTE to wire DS0 services in multiples of 24.

(d) The interconnection point for Caged and Cageless Collocation is the point where DSLnet-owned cable facilities connect to GTE termination equipment.

(e) DSLnet will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits. The demarcation point for DSLnet is DSLnet's terminal equipment or interconnect/cross connect panel within DSLnet's cage, bay/frame or cabinet. It is solely the responsibility of DSLnet to provide their own monitor and test points, if required, or connection directly to their terminal equipment.

(f) If DSLnet provides their own fiber optic facility then DSLnet shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to DSLnet's space. No splicing will be permitted in the manhole. Upon discontinuance of Collocation, DSLnet relinquishes all rights, title and ownership of cable to GTE.

(g) GTE is responsible for installing DSLnet provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. DSLnet shall not be permitted to reserve wire center or access tandem cable space or conduit. If new conduit is required, GTE will determine the specific location of the new entrance facilities. GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility additions.

(h) GTE is responsible for installing a cable splice where DSLnet provided fiber optic cable meets DSLnet provided fire retardant riser cable within the wire center or access tandem cable vault or designated splicing chamber. GTE will provide space and

racking for the placement of the splice enclosure. GTE will tag all entrance facilities to indicate ownership. GTE is responsible for placing DSLnet's fire retardant riser cable from the cable vault to the partitioned space. DSLnet is responsible for providing fire retardant riser cable that meets GTE standards.

(i) Prior to DSLnet beginning the installation of its equipment in a cage, bay or cabinet, DSLnet and GTE must conduct a walk through of the designated Collocation space. Upon acceptance of the arrangement by DSLnet, access cards will be issued and DSLnet may begin installation of its equipment.

(j) DSLnet is permitted to place in its Collocation space, DSLnet provided equipment necessary for interconnection or access to unbundled network elements.

(k) DSLnet shall not place in its Collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements.

(l) A standard GTE wire center or access tandem environment is provided for DSLnet equipment deployed in a GTE wire center. Costs for incremental Environmental Conditioning required due to a Collocation request will be allocated to DSLnet based on their pro-rata share as defined in Section 21(i) of this Appendix.

(m) DSLnet may place in its Collocation space ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet GTE wire center environmental standards. Cageless Collocation bays may not be reserved for future use or used solely for the purpose of storing DSLnet equipment.

12. Application Form for Caged, Cageless and Adjacent Collocation

(a) DSLnets requesting Caged, Cageless and Adjacent Collocation will be required to submit the applicable Engineering Fee(s) as set forth in this Appendix for each wire center(s) or access tandem(s) location ordered.

(b) Receipt of a completed Application Form and Engineering Fee(s) will determine the order of priority for processing DSLnet's request for Caged, Cageless and Adjacent Collocation. Receipt of 50% of the applicable nonrecurring charges for a Collocation application will determine the order of priority for reservation of Collocation space within GTE's premises.

(c) The Application Form will require DSLnet to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. GTE will notify DSLnet in writing following receipt of the completed application if DSLnet's requirements cannot be accommodated as specified. Any changes, modifications or additions to the Application Form by DSLnet will be considered a new application and will restart the project timeline to the date the revised Application Form was submitted.

(d) GTE will provide an information packet containing a list of engineering and technical specifications, fire, safety, security policies and procedures.

(e) DSLnets initiating an Application Form must have the capability of terminating transmission facilities at the GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date DSLnet accepts the Caged or Cageless arrangement. If DSLnet does not terminate transmission equipment

within the established time period, GTE may reclaim the designated Collocation space if it is required to accommodate another CLEC's request or GTE future space requirements.

(f) If DSLnet elects to collocate equipment in non-environmental conditioned space, DSLnet will be responsible for its pro-rata share of all costs associated with the environmental conditioning of space. The total costs associated with the environmental conditioning of space will be rated on an Individual Case Basis (ICB) as specified in Section 20(i) of this Appendix.

13. Relocation Within the Same Wire Center or Access Tandem

(a) DSLnet requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an individual case basis. DSLnet will be responsible for all costs associated with the relocation of its equipment.

14. Availability of Service

(a) Caged and Cageless Collocation will be made available where there is existing suitable space in GTE wire centers or access tandems on a first-come, first-served basis.

(b) If GTE is unable to accommodate Caged and Cageless Collocation requests at a wire center of access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

http://www.gte.com/Regulatory

15. Existing Suitable Space

(a) Existing suitable space is defined as space in which ac/dc power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning Collocation in a wire center or access tandem and is not required space and facilities designated for use by GTE.

(b) GTE and DSLnet will work cooperatively to determine proper space requirements, and efficient use of space. DSLnet agrees to install all of its equipment within its designated Caged or Cageless area in contiguous line-ups in order to optimize the utilization of space within GTE's premises.

(c) The minimum amount of floor space available to each CLEC at the time of the initial application will be 25 square feet of Caged Collocation space or one (1) single bay and surrounding common area of Cageless Collocation space.

(d) DSLnet is permitted to apply for additional floor space when their existing floor space is being used efficiently. The maximum amount of space available to each CLEC will be limited only by the amount of existing suitable space available and supporting technical viability to support the Collocation arrangement requested in a specific wire center or access tandem and subject to GTE's internal space forecasting requirements.

(e) DSLnet shall use the Collocation space solely for the purposes of installing, maintaining and operating DSLnet's equipment to interconnect for the exchange of

traffic with GTE or for purposes of accessing unbundled network elements and for no other purposes.

(f) DSLnet shall not construct improvements or make alterations or repairs to the Collocation space without the prior written approval of GTE.

16. Expansion of Existing Space

(a) DSLnet requests for expansion of existing space within a specific wire center or access tandem will require the submission of a Collocation Application Form and an Augment Fee.

17. Environmental Conditioning of Space

(a) GTE will use its best efforts to minimize the additional time required to condition Collocation space, and will inform DSLnet of the time estimates as soon as possible. Environmental Conditioning of unconditioned floor space requiring major system (i.e., HVAC, DC Power, etc.) modifications may fall outside the standard intervals and are to be negotiated on an individual case basis with the site preparation vendor(s), DSLnet and GTE.

18. Power, Environmental Conditioning and dc Power

(a) GTE will provide, at rates set forth following, -48V dc power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to DSLnet's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem.

Standard –48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure.

(b) DSLnet will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

19. Discontinuance of Service

General

(a) Upon discontinuance of Caged, and Cageless Collocation service DSLnet shall disconnect and remove its equipment from the designated Collocation space. GTE reserves the right to remove DSLnet's equipment if DSLnet fails to remove and dispose of the equipment within the 30 days of discontinuance. DSLnet will be charged the appropriate Additional Labor charge in this Appendix for the removal of such equipment.

(b) Upon removal by DSLnet of all its equipment from the Collocation space, DSLnet will reimburse GTE for the cost to restore the Collocation space to its original condition at time of occupancy. The cost will be applied based on the Additional Labor Charges as set forth in this Appendix. Due to physical and technical constraints, removal of cable will at GTE's option.

(c) GTE will make every effort to contact DSLnet in the event DSLnet's equipment disrupts the network. If GTE is unable to make contact with DSLnet, GTE shall temporarily disconnect DSLnet's service as set forth in 20(d) of this Appendix. GTE will notify DSLnet as soon as possible after any disconnects of DSLnet's equipment.

(d) GTE reserves the right to terminate Collocation with 30 days notice, in the event DSLnet is not in conformance with GTE standards and requirements and/or in the event DSLnet imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

20. Ordering Caged and Cageless Collocation

(a) DSLnets requesting Caged and Cageless Collocation at a wire center or access tandem will be required to complete the Application Form and submit the Engineering Fee as set forth in 13(b) of this Appendix. GTE will verbally notify DSLnet within 15 days from the receipt of a completed Application Form and Fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify DSLnet in writing. Upon notification of available space, DSLnet will be required to send a completed Access Service Request (ASR) to GTE's Collocation point of contact. Engineering Fees are non-refundable.

1) Should DSLnet submit ten (10) or more applications within a 10 day period, the response interval will be increased by 10 days for every 10 additional applications or fraction thereof.

(b) GTE will provide DSLnet with a quote for the Collocation services required to accommodate DSLnet's request within thirty (30) days of DSLnet's application date providing that no ICB rates are included in the quote. The quote will be honored for ninety (90) days from the date of receipt. If the quote is not accepted by DSLnet within ninety (90) days of DSLnet's receipt, DSLnet will be required to submit a new Application Form and Engineering Fee and a new quote will be provided based on the new Application Form.

(c) Receipt of the 50% check for the applicable Non-Recurring Charges (NRCs) will be used to establish the first-come, first-serve order for Collocation space availability in the wire center or access tandem.

(d) Upon receipt of the ASR and 50% of the applicable NRCs, including but not limited to, Building Modification, Environmental Conditioning and dc Power charges by GTE, GTE will:

1) Schedule a meeting with DSLnet to determine engineering and network requirements.
2) Initiate the necessary modifications to the wire center or access tandem to accommodate DSLnet's request.
3) Work cooperatively with DSLnet to ensure that services are installed in accordance with the service requested.

(e) DSLnet is responsible to have all cables and other equipment to be furnished by DSLnet, ready for installation on the date scheduled. If DSLnet fails to notify GTE of a delay in the installation date, DSLnet will be subject to the appropriate Additional Labor Charge.

(f) The balance of the NRCs and all related monthly recurring services ordered by DSLnet

will be billed to DSLnet when GTE provides DSLnet access to the Caged, Cageless or Adjacent Collocation arrangement.

(g) GTE and DSLnet must meet and begin implementation of the request within six (6) months of receipt of the Application Form and Engineering Fee(s) for Caged, Cageless or Adjacent Collocation, otherwise, the identified space becomes available for use by other CLECs.

(h) Collocation Space Preparation Charges, which are rated, on an ICB basis will be shared by GTE and other Collocators based on the following algorithm:

Collocator Share = Total ICB Collocation Space Preparation Cost / State ICB Fill Factor

The State ICB Fill Factor will equal the average number of Collocators based on completed, pending and forecasted applications plus GTE's share (one). The same State ICB Fill Factor will be assigned to all wire centers or access tandems with an ICB charge in the State and will be included with the ICB quote. Collocation projects for which an ICB charge is necessary include the following: major environmental conditioning, major power plant upgrades, equipment rearrangements, major conduit and cable vault additions and asbestos removal.

21. Augmentations

(a) All requests for augmentation to an existing Collocation arrangement will require the submission of a Collocation Application and the applicable Engineering Fee. Engineering Fees are non-refundable. Augments may include adding telecommunication equipment that requires additional electrical power; HVAC modifications, changes in the configuration or size of the cage, adding bays of equipment that do not impact the existing/proposed electrical systems and adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system.

22. Collocation Arrangements

A. Single Caged

(1) A Single Caged arrangement is a form of Caged Collocation, which allows a single CLEC to lease, caged floor space to house their equipment within a GTE wire center(s) or access tandem(s). Single Caged Collocation is not available where the only unoccupied space in a wire center or access tandem has been reserved by GTE for its own future use or not technically feasible.

(2) The minimum size of Collocation space for a Single Caged space will be 25 square feet of segregated secure space per wire center or access tandem per CLEC. Additional space will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by DSLnet by completing and submitting a new Application Form and the applicable Engineering Fee.

(3) GTE will construct the cage with a standard enclosure or DSLnet may sub-contract this work to a GTE approved contractor.

(4) DSLnet will be responsible for accepting delivery, installation and maintenance of its

equipment within the leased Collocator's Caged arrangement.

(5) The Caged space may not be used for administrative purposes and may not be used as DSLnet's employee(s) work location, office or retail space, or storage. The Caged space shall not be used as DSLnet's mailing or shipping address.

B. Shared Caged

(1) A Shared Caged arrangement is a Caged Collocation space jointly applied for and shared by two or more CLECs within a GTE wire center or access tandem pursuant to terms and conditions agreed to by those CLECs. CLECs which request this arrangement must limit their Collocation activities to those permitted under the provisions specified herein.

(2) When two or more CLEC's request establishment and jointly apply for a new Caged Collocation arrangement to be used as a Shared Caged arrangement, one of the participating CLECs must agree to be the Host and the other(s) to be the Guest(s). The Host CLEC and Guest(s) are GTE's customers and have all the rights and obligations applicable under this Agreement to CLECs purchasing Collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Host is reimbursed for all or any portion of such charges by the Guest(s). Neither this Agreement, nor any actions taken by GTE or Host in compliance with this Agreement, shall create a contractual, agency or any other type of relationship between GTE and the Guest(s) in a sharing arrangement; and GTE does not assume any liability or obligation to the Guest(s) for any actions of the Host CLEC. The Host CLEC and the Guest CLEC(s) are solely responsible for determining whether to share a Shared Caged Collocation arrangement and if so, upon what terms and conditions.

(3) All terms and conditions for Caged Collocation as described in this Appendix will apply. In addition, the following terms and conditions will apply to Shared Caged Collocation arrangements.

(4) The Host CLEC and the Guest CLEC(s) must each be independently collocated within the Caged space for the purpose of interconnecting to GTE services or for purposes of accessing unbundled network elements.

(5) GTE will not split bill any of the rate elements associated with the Shared Caged Collocation arrangement between the Host and its Guest(s). The Host will be responsible for ordering and payment of all Collocation applicable services ordered by the Host and Guest CLECs.

(6) The Host CLEC will assume all responsibility for the actions and inactions of all guest CLECs.

(7) Should the Host elect to terminate its participation in the Shared Caged Collocation arrangement, the Host and the Guest(s) agree to designate one of the remaining Guest(s) as the new Host 60 days prior to the termination of the current Host CLEC.

C. Subleased Caged

(1) Description

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(a) Vacant space available in a CLEC's (Host CLEC) Caged Collocation arrangement ordered after June 1, 1999, may be made available to a third party (Guest CLEC) for the purpose of interconnection or for access to Unbundled Network Elements (UNEs) in GTE's wire center(s) or access tandem(s) via a subleasing Collocation arrangement. The Host would sublease the floor space to the Guest pursuant to terms and conditions agreed to by the Host and Guest CLECs involved. The Guest CLEC(s) must each be independently collocated within the Subleased Caged space for the purpose of interconnecting to GTE services or for purposes of accessing unbundled network elements.

(2) Terms and Conditions

(a) All subleased floor space arrangements will be for space located within an existing Host's cage.

(b) GTE will not be responsible for the notification of the surplus floor space in the existing Host's cage.

(c) GTE will not be involved in negotiating the terms and conditions between the sharing parties.

(d) The Host cannot warehouse space for the purposes of subleasing.

(e) GTE will not issue separate billing for any of the rate elements associated with the Subleased Caged Collocation arrangement between the Host and its Guest(s). The Host will be responsible for ordering and payment of all Collocation applicable services ordered by the Host and on behalf of the Guest CLEC(s).

(f) The Host CLEC will assume all responsibility for the actions and inactions of all guest CLEC(s).

(g) Should the Host elect to terminate its participation in the Subleased Caged Collocation arrangement, the Host and the Guest(s) agree to designate one of the remaining Guest(s) as the new Host 60 days prior to the termination of the current Host CLEC.

(3) Responsibilities of the Host and Guest CLECs

The Host will be responsible for the following, as required to provision Subleased Collocation:

(a) Submit all pertinent Collocation applications and fees as required for a standard caged Collocation arrangement on behalf of the Guest;

(b) Provide to GTE, a Letter of Authorization (LOA) signed by both the Host and Guest verifying that this arrangement is acceptable to both parties and allows the Guest to order UNEs via an Access Service Request (ASR);

(c) The Host will be responsible for ordering and payment of all tariffed Collocation to GTE, just as in a Single Caged Collocation arrangement; and,

(d) The Host will be responsible for insuring that all equipment in the subleased arrangement is installed in compliance with GTE standards.

The Guest CLEC will be responsible for the following, as required to provision Subleased Collocation:

(a) The Guest must have a network interconnection agreement with GTE. The Guest cannot sublease the Host's space solely to connect to another Collocation CLEC; and,

(b) The Guest is responsible for submitting its own ASRs to GTE to order UNEs.

Rate elements for subleasing are consistent with those proposed for Single Caged Collocation. All services required by the Guest will be ordered and billed through the Host via GTE's established ordering and billing processes for Collocation, with the exception of ASR related orders. The Guest will order and be billed directly for services ordered via an ASR. No Collocation elements in this Agreement are to be ordered by or billed directly to the Guest.

D. Entrance Facility and Entrance Facility Termination – Caged Collocation

(1) GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole "1" by DSLnet. Where DSLnet is providing underground fiber optic cable in Manhole "1", it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire center or access tandem conduit and to DSLnet's Collocation arrangement.

(2) DSLnet will not be permitted to reserve space in the wire center or access tandem conduit. If new conduit is required, GTE will negotiate with DSLnet to determine a further arrangement to deal with the specific location.

(3) GTE reserves the right to manage its own wire center or access tandem conduit requirements and to reserve vacant space for facility additions planned within three (3) years as its primary use.

(4) The splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

(5) DSLnet must tag all entrance facilities to indicate ownership.

E. Cageless Collocation

(1) Description

(a) Cageless Collocation is a form of Collocation in which DSLnet can place their equipment in a GTE wire center(s) or access tandem(s) conditioned space. This arrangement is available on a first come, first served basis in all wire centers where interconnection or access to UNEs is requested by

DSLnet. Cageless Collocation is not available where the only unoccupied space in a wire center or access tandem has been reserved by GTE for its own use or where technically feasible.

(b) All terms and conditions for Caged and Cageless Collocation as described in Sections 20 of this Appendix will apply, except as set forth following.

(2) Terminating Equipment Requirements

(a) A Cageless Collocation arrangement allows DSLnet, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, DSLnet's bay will be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. DSLnet equipment will not share the same equipment bays with GTE equipment.

(b) DSLnet must install a minimum of one shelf of working equipment equipped with plug-ins when installing a Cageless Collocation equipment bay. Equipment bays must be fully equipped with common plug-ins before adding subsequent equipment bays.

(c) DSLnet is permitted to place in its Cageless Collocation arrangement DSLnet-provided equipment as described in Section 11 of this Appendix.

(d) DSLnet shall not use the equipment bay for the storage of any ancillary equipment within the Cageless Collocation area. Only equipment that is used for interconnection purposes or access to UNEs may be permanently mounted within the bay.

(e) DSLnet is responsible for the identification of all equipment in its Cageless Collocation arrangement. All equipment must be clearly identified with DSLnet's name, emergency reach number, CLLI code and relay rack number. GTE will assign the CLLI code and relay rack designation number.

(f) DSLnet equipment bay should conform to GTE's Technical Engineering Specifications and NEBS requirements for a standard equipment bay height, width and depth. Non-standard equipment configurations will be evaluated on a case-by-case basis.

(g) All DSLnet equipment to be installed in the GTE wire center(s) or access tandem(s) must be either on GTE's list of compliant products, or equipment that is demonstrated as complying with the Technical Specifications specified in Section 10 of this Appendix. Upon receipt of a Cageless Collocation request, GTE will make available, at DSLnet's expense, any GTE technical specification documentation required by DSLnet to comply with this provision.

(h) DSLnet must perform all work using GTE approved contractors. Such contractors must comply with GTE's Network Equipment Installation Standards including providing GTE with documentation (e.g., drawings and record updates) per GTE standards prior to service activation.

(i) GTE and DSLnet agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements. GTE reserves the right to designate the specific location within the wire center or access tandem for installation.

(j) DSLnet is responsible to demonstrate that its equipment meets all GTE installation standards prior to turn-up of equipment.

(k) DSLnet shall not use the equipment bay for the storage of any ancillary equipment within the Cageless Collocation area. Only equipment that is used for interconnection purposes or access to UNEs may be permanently mounted within the bay.

(l) DSLnet is responsible for the identification of all equipment in its Cageless Collocation arrangement. All equipment must be clearly identified with DSLnet's name, emergency reach number, CLLI code and relay rack number. GTE will assign the CLLI code and relay rack designation number.

(m) DSLnet designated personnel will be permitted to access their equipment for provisioning, maintenance and repair. DSLnet must adhere to all entrance and exit requirements as specified by GTE for each Cageless Collocation arrangement. DSLnet access is restricted to direct access to the arrangement including wire center or access tandem space housing the Cageless Collocation equipment.

F. Adjacent Collocation

(1) Description

(a) Adjacent Collocation permits DSLnet to construct or procure a structure on GTE property for the purpose of accessing wire center or access tandem cross connect points that may serve as a point of interconnection for the exchange of traffic with GTE or for purposes of

accessing unbundled network elements in those GTE wire centers or access tandems listed in the NECA Tariff FCC 4. GTE property must be on the same premises as the wire center or access tandem for which interconnection or access to unbundled network elements is intended. Adjacent Collocation is an option when (1) any form of Caged or Cageless Collocation arrangements cannot be accommodated due to space limitations or technical reasons; (2) the placement of a Remote Equipment Building (REB) meets local building code, GTE Standards and zoning requirements; and (3) the interconnection with GTE equipment is technically feasible.

(2) Responsibilities of GTE

GTE will be responsible for the following, as required to provision Adjacent Collocation:

(a) Cable Pull - Pull DSLnet provided cable (copper/fiber/coax) into the wire center or access tandem;

(b) Cable Splice - Any splicing of the cable required inside the zero manhole, wire center or access tandem;

(c) Cable Termination - All cable terminations on the MDF and patch panels;

(d) Cable Racking - Provide materials for and installation required for overhead cable racking;

(e) Entrance Facility Space - Space in GTE's wire center or access tandem entrance facilities (zero manhole/conduit system) for DSLnet provided cables, if available;

(f) Entrance Cable Route - Determining route of DSLnet's cable from DSLnet hut/REB and/or GTE zero manhole;

(g) Cable Terminations - Cable Terminations on MDF/CDF or DSX;

(h) Adjacent Structure Location - Determine if real estate is available to locate structure and where that structure is to be located, if space is available;

(i) Real Estate Lease Space – GTE will provide a Right of Way easement or License Agreement to grant the use of the property to DSLnet;

(j) Structure Design Approval – All construction design plans proposed for structures/entrance facilities on GTE property must be approved by GTE prior to the start of construction;

(k) Final Inspection – Perform final inspection of adjacent facilities to insure compliance with GTE standards; and,

(l) Adjacent Structure Access – GTE will be allowed access to the adjacent structure with 24 hours' notification to inspect the structure for hazardous materials, etc. and will allowed access in case of an emergency.

(m) Exterior Storage and Parking –DSLnet will not be allowed to store any material outside of its adjacent structure. Parking will be available in designated parking areas only.

(3) Responsibilities of DSLnet

DSLnet will be responsible for the following, as required to provision Adjacent Collocation:

(a) Cables - Provide cables (copper/fiber/coax) of sufficient length with connector stubs to be pulled into GTE's wire center or access tandem from DSLnet's hut/REB and/or GTE zero manhole;

(b) Telecommunications Equipment - Provide and install all telecommunications equipment in the adjacent facility;

(c) Detailed Equipment Floor Plan - Provide GTE a detailed equipment floor plan;

(d) Equipment Forecast - Provide GTE an equipment forecast to support structure square footage requested;

(e) Building Permits - Application and acquisition of all required building permits;

(f) Rezoning - Application and all requirements for rezoning of property, if required;

(g) Structural Maintenance - Ongoing janitorial and maintenance of adjacent structure; and,

(h) CLLI Code - Responsible for establishing CLLI code for structure and providing to GTE.

23. Collocation Space Report

(a) Upon request by DSLnet and upon DSLnet signing a confidentiality agreement, GTE will make available a Collocation Space Report with the following information for the wire center or access tandem requested:

(1) Amount of Caged and Cageless Collocation space available;
(2) Number of telecommunications carriers with existing Collocation arrangements;
(3) Modifications of the use of space since the last Collocation Space Report requested; and,
(4) Measures being taken, if any, to make additional Collocation spaces available.

(b) A Collocation Space Report Fee will be assessed per request, per wire center or access tandem. The Collocation Space Report is not required prior to the submission of a Collocation application for a specific wire center or access tandem in order to determine Collocation space availability for the wire center or access tandem. The Collocation Space Report will be provided to the CLEC within ten (10) business days of the request provided

the request is submitted during the ordinary course of business.

GTE Network Services
Caged Collocation Rates (8/1/99)

Elements	Increment	NRC / MRC	FL
Non-Recurring Prices			
Engineering Costs			
Engineering Fee	per occurrence	NRC	$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$20.62
Building Modification			
Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	$596.38
Exterior Door	per request	NRC	$2,638.13
Concrete Work	per request	NRC	$369.00
Steel/Metals Work	per request	NRC	$984.75
Painting/Finishes	per request	NRC	$657.80
Interior Door	*per request*	NRC	$1,644.94
Flooring Work	per request	NRC	$902.59
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	$2,011.88
Dust Partition	per request	NRC	$1,815.48
Hardware - Lockset for Door	per unit	NRC	$159.95
Electrical			
Lighting	per unit	NRC	$790.54
Electrical Outlet	per outlet	NRC	$716.84
Floor Grounding Bar	per bar	NRC	$1,077.71
Cage Grounding Bar	per bar	NRC	$1,266.05
Cable Racking - Dedicated			
Engineering	per project	NRC	$71.44
Installation and Materials - Racking	per linear foot	NRC	$32.40
Cage Enclosure			
Cable Fencing	per sq. ft. fencing	NRC	$8.77
Cage Gate	per gate	NRC	$497.41
DC Power Facility			
Termination	per pwr run	NRC	$56.43
Power Cable Pull - Labor	*per linear foot*	NRC	$9.41
Engineering	per project	NRC	$71.44
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.40
Pull Cable	per linear foot	NRC	$0.58
Cable Fire Retardant	per occurrence	NRC	$37.62
Fiber Cable Splice	per fiber	NRC	$41.80
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$0.94
Per DSO Cable Termination (Connectorized)	*per 100 pr*	NRC	$3.76
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$0.94
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$0.94
Per Termination (Unconnectorized)	per DS3	NRC	$9.41
BITS Timing			
Engineering Costs	per project	NRC	$34.76
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.08
Monthly Recurring Prices			
Cage Floor Space including Shared Access Area	1 sq ft	MRC	$2.17
Cable Space (Subduct Space)			
Manhole	per project	MRC	$5.61
Subduct	per linear foot	MRC	$0.03
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	$777.63
Facility Termination			
DSO Cable - Material	*per 100 pr.*	MRC	$3.00
DS1 Cable - Material	per 28 pr.	MRC	$12.70
DS3 Cable - Material	per DS3	MRC	$16.24
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	$9.03
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$25.71
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.38
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	*per project*	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

GTE Network Services
Cageless Collocation Rates (8/1/99)

Elements	Increment	NRC / MRC	FL
Non-Recurring Prices			
Engineering Costs			
Engineering Fee	per occurrence	NRC	$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$20.62
Building Modification			
Site Modifications (for Construction inside GTE CO only)			
Demolition and Site Work	per request	NRC	$596.37
Exterior Door	per request	NRC	$2,638.13
Concrete Work	per request	NRC	$369.00
Steel/Metals Work	per request	NRC	$984.75
Painting/Finishes	per request	NRC	$657.80
Interior Door	per request	NRC	$1,644.94
Flooring Work	per request	NRC	$902.59
HVAC - Minor (Heating, Ventilating & Air Condit'g)	per occurrence	NRC	$2,011.88
Dust Partition	per request	NRC	$1,815.48
Hardware - Lockset for Door	per unit	NRC	$159.95
Electrical			
Lighting	per unit	NRC	$790.54
Electrical Outlet	per outlet	NRC	$716.84
Floor Grounding Bar	per bar	NRC	$1,077.71
Cable Racking - Dedicated			
Engineering	per project	NRC	$71.44
Installation and Materials - Racking	per linear foot	NRC	$32.40
DC Power Facility			
Termination	per pwr run	NRC	$56.43
Power Cable Pull - Labor	per linear foot	NRC	$9.41
Engineering	per project	NRC	$71.44
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.40
Pull Cable	per linear foot	NRC	$0.58
Cable Fire Retardant	per occurrence	NRC	$37.62
Fiber Cable Splice	per fiber	NRC	$41.80
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$0.94
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	$3.76
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$0.94
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$0.94
Per Termination (Unconnectorized)	per DS3	NRC	$9.41
BITS Timing			
Engineering Costs	per project	NRC	$34.76
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.08
Monthly Recurring Prices			
Relay Rack Floor Space including Shared Access Area	per linear foot	MRC	$9.23
Cabinet Floor Space including Shared Access Area	per linear foot	MRC	$12.49
Cable Space			
Subduct Space			
Manhole	per project	MRC	$5.61
Subduct	per linear foot	MRC	$0.03
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	$777.63
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	$3.00
DS1 Cable - Material	per 28 pr.	MRC	$12.70
DS3 Cable - Material	per DS3	MRC	$16.24
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	*per splice*	MRC	$9.03
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$25.71
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.38
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

GTE Network Services
Adjacent Collocation Rates (8/1/99)

Elements	Increment	NRC / MRC	FL
Non-Recurring Prices			
Engineering Fee	per occurrence	NRC	$958.00
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.40
Pull Cable	per linear foot	NRC	$0.58
Cable Fire Retardant	per occurrence	NRC	$37.62
Metallic Cable Pull			
Engineering Costs	per project	NRC	$606.30
Pull Cable	per linear foot	NRC	$0.51
Cable Fire Retardant	per occurrence	NRC	$37.62
Cable Splice			
Metallic DSO, DS1 or Fiber			
Engineering Costs	per project	NRC	$30.32
Splicing (greater than 200 pair)	per DSO/DS1 pair	NRC	$0.55
Splicing (less than 200 pair)	per DSO/DS1 pair	NRC	$1.25
Splicing Fiber Cable	per fiber	NRC	$41.80
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$0.94
Per DSO Cable Termination			
Per Termination (C)	per 100 pr	NRC	$3.76
Per Termination (UC)	per 100 pr	NRC	$37.62
Per DS1 Cable Termination			
Per Termination (C)	per 28 pr	NRC	$0.94
Per Termination (UC)	per 28 pr	NRC	$28.22
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$0.94
Per Termination (Unconnectorized)	per DS3	NRC	$9.41
Per Fiber Cable Termination			
Per Termination	per fiber	NRC	$41.80
BITS Timing			
Engineering Costs	per project	NRC	$34.76
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.08
Monthly Recurring Prices			
Cable Space			
Subduct Space			
Manhole	per project	MRC	$5.61
Subduct	per linear foot	MRC	$0.03
Conduit Space - 4" Duct - Metallic Cable			
Manhole	per project	MRC	$9.64
Conduit	per linear foot	MRC	$0.04
Facility Termination			
DSO Cable - Material	per 100 pr.	MRC	$3.00
DS1 Cable - Material	per 28 pr.	MRC	$12.70
DS3 Cable - Material	per DS3	MRC	$16.24
Cable Vault Splice			
Metallic DSO Cable per 1200 pair			
Material	per splice	MRC	$458.62
Space Utilization in Cable Vault	per cable	MRC	$3.03
Metallic DSO Cable per 900 pair			
Material	per splice	MRC	$335.84
Space Utilization in Cable Vault	per cable	MRC	$2.75
Metallic DSO Cable per 600 pair			
Material	per splice	MRC	$223.26
Space Utilization in Cable Vault	per cable	MRC	$1.96
Metallic DS1 Cable			
Material	per splice	MRC	$46.47
Space Utilization in Cable Vault	per cable	MRC	$0.44
Fiber Cable - 48 fiber			
Material	per splice	MRC	$9.03
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$25.71
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack - Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.38
Individual Case Basis (ICB)			
Major Environmental Conditioning (HVAC)	per project	ICB	ICB
Major Power Plant Upgrades	per project	ICB	ICB
Equipment Rearrangement	per project	ICB	ICB
Major Conduit & Cable Vault Additions	per project	ICB	ICB
Asbestos Removal	per project	ICB	ICB

GTE Network Services
Miscellaneous Collocation Services (8/1/99)

Elements	Increment	NRC / MRC	FL
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	$41.66
Each Additional Half Hour or Fraction Thereof		NRC	$20.83
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	$100.00
Each Additional Half Hour or Fraction Thereof		NRC	$75.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	$150.00
Each Additional Half Hour or Fraction Thereof		NRC	$125.00
GTE Provided Cable Rates:			
Facility Cable			
DS-O Cable (Connectorized) 100 pair	100 ft.	NRC	$157.69
DS-1 Cable (Connectorized)	100 ft.	NRC	$165.77
DS-3 Coax Cable	per linear foot	NRC	$0.42
Shielded Cable (Orange jacket)	per linear foot	NRC	$0.16
Power Cable			
Wire Power 1/0	per linear foot	NRC	$0.77
Wire Power 2/0	per linear foot	NRC	$1.11
Wire Power 3/0	per linear foot	NRC	$1.24
Wire Power 4/0	per linear foot	NRC	$1.52
Wire Power 350 MCM	per linear foot	NRC	$2.60
Wire Power 500 MCM	per linear foot	NRC	$3.63
Wire Power 750 MCM	per linear foot	NRC	$5.58
Wire Ground #6	per linear foot	NRC	$0.15
Collocation Space Report	per premise	NRC	$1,637.25