

Excerpt from AT&T template Interconnection agreement. AT&T has proposed as a starting point for negotiations with an ILEC 6-23-2003.

7.1.3.5 Space License - CLEC, at its sole discretion, may permit Qwest to utilize space and power in CLEC facilities specified by CLEC solely for the purpose of terminating Exchange Service, Exchange Access (IntraLATA Toll), and transit traffic. The terms and conditions of such arrangement shall be pursuant to this Section 7.1.3.5.

7.1.3.5.1 Notwithstanding CLEC's sole discretion to permit Qwest to utilize space and power in CLEC facilities, if Qwest is providing to CLEC an exchange access service to a certain CLEC Point of Presence and the terminating equipment used to provide such exchange access has spare capacity, then Qwest may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating Exchange Service, Exchange Access (IntraLATA Toll), and transit traffic under the terms, conditions and prices set forth in this Section 7.1.3.5.

7.1.3.5.2 CLEC, at its sole discretion, may license Qwest to situate Qwest equipment in the CLEC central office and to utilize CLEC site support services in the CLEC central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering Qwest traffic to CLEC for completion in accordance with the Interconnection requirements of this Agreement. Such licenses and site support services are referred to herein collectively as a "Space License."

7.1.3.5.3 Unless otherwise agreed, the only allowable network interfaces under a Space License are DS1 and DS3.

7.1.3.5.4 Space Licenses are available at CLEC's sole discretion and are further subject to the availability of space and site support services in each CLEC central office. To establish a Space License, Qwest must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

7.1.3.5.5 Among the information to be provided in the questionnaire, Qwest must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the CLEC central office in which Qwest's equipment is or is to be located is referred to herein as the "Equipment Space."

7.1.3.5.6 Qwest is responsible for the installation of Licensed Facilities in accordance with CLEC's installation processes and procedures.

7.1.3.5.7 If Qwest desires to modify its request, prior to notification from CLEC regarding availability, Qwest may do so by requesting that CLEC cancel the original request providing a new questionnaire to CLEC to process.

7.1.3.5.8 Following receipt of the questionnaire, CLEC will determine whether there is sufficient CLEC central office space and site support services to meet the request contained in Qwest's questionnaire. CLEC will notify Qwest in writing whether there is sufficient CLEC central office space available for each such request.

7.1.3.5.9 Upon receiving written notification of the availability of CLEC CO space from CLEC, Qwest will provide written verification that it still requires such CLEC central office space. This written notification is Qwest's firm order for each CLEC central office space requested, and will constitute an executed Space License under the terms of this Agreement.

7.1.3.5.10 The rates and charges payable by Qwest under this Space License are set forth in CLEC's tariff or by separate agreement.

7.1.3.5.11 CLEC agrees to provide site support services as follows:

7.1.3.5.11.1 CLEC will design, engineer, furnish, install, and maintain cable racks for Qwest's use.

7.1.3.5.11.2 CLEC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which CLEC will supply DC power to Qwest.

7.1.3.5.11.3 CLEC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.1.3.5.11.4 CLEC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that CLEC maintains for its own similar equipment.

7.1.3.5.12 CLEC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

7.1.3.5.13 Qwest will use the Space Licenses solely for the purpose of delivering its interconnection traffic to CLEC, so that CLEC may complete such calls. Qwest agrees not to make any other use of the Space Licenses without the advance written consent of CLEC.

7.1.3.5.14 Upon reasonable advance notice and for the limited purpose of performing work for which Qwest is responsible under this Agreement, CLEC licenses Qwest to enter and exit the Equipment Space through portions of the CLEC central office as designated by CLEC. Unless a service outage is occurring or appears to be imminent, Qwest shall perform its work in the CLEC central office during regular business hours as designated from time to time by CLEC.

7.1.3.5.15 Qwest shall either furnish to CLEC, and keep current, a written list of all Qwest's employees and CLEC approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which CLEC can use to verify the authority of such persons. Qwest shall also furnish to CLEC, and keep current, samples of the identifying credentials to be carried by such persons. CLEC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding the Liability and Indemnity sections of this Agreement, Qwest hereby releases CLEC, CLEC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom CLEC has admitted in good faith to the CLEC central office.

7.1.3.5.16 While in the CLEC central office, employees of Qwest and its contractors must comply at all times with CLEC's security and safety procedures and requirements. CLEC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with CLEC's procedures and requirements after being notified of them.

7.1.3.5.17 Qwest will be responsible for selecting its contractors and causing their compliance with this Agreement.

7.1.3.5.18 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around CLEC's central office.

7.1.3.5.19 Qwest's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in CLEC's sole judgment, might cause damage to or otherwise interfere with CLEC's operations. CLEC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of CLEC (and its affiliates, vendors, and customers).

7.1.3.5.20 In addition to the Licensed Facilities, Qwest may bring into the Equipment Space the small tools and portable test equipment needed for the work for which Qwest is responsible. Qwest will be responsible for the care and safeguarding of all such items. Qwest may not bring any other items into the CLEC central office without CLEC's prior written consent. In particular, and without limiting the foregoing, Qwest may not bring into the CLEC central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

7.1.3.5.21 CLEC and its designees may inspect or observe the Equipment Space, the space designated by CLEC for Qwest transmission cable, the Licensed Facilities, and any work performed by or behalf of Qwest in the CLEC central office, at any time. If the Equipment Space is surrounded by a security enclosure, Qwest shall furnish CLEC with all mechanisms and information needed for entry to the Equipment Space.

7.1.3.5.22 CLEC and Qwest intend that the Licensed Facilities, whether or not physically affixed to the CLEC central office, shall not be construed to be fixtures. Qwest (or the lessor of Qwest equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

7.1.3.5.23 Qwest agrees not to sell, convey, or lease Qwest transmission cable located in the CLEC Central Office under any circumstances, except for a conveyance of Qwest transmission cable to CLEC upon termination of the applicable Space License. Qwest further agrees not to cause, suffer, or permit Qwest transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by Qwest or any act or omission of Qwest. If Qwest transmission cable becomes so encumbered, Qwest agrees to discharge the obligation

within thirty (30) days after receiving notice of the encumbrance.

7.1.3.5.24 The licenses granted by this Agreement are non-exclusive personal privileges allowing Qwest to situate the Licensed Facilities in the locations indicated by CLEC. These licenses and the payments by Qwest under this Agreement do not create or vest in Qwest (or in any other person) any property right or interest of any nature in any part of the CLEC central office.

7.1.3.5.25 The licenses granted to Qwest under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any CLEC central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

7.1.3.5.26 CLEC may relocate the licensed space, or the CLEC central office, or both upon thirty (30) days prior written notice to Qwest. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is CLEC's responsibility and is performed by CLEC will be without charge to Qwest. CLEC will reimburse Qwest for the reasonable cost of such relocation work performed by Qwest, and CLEC will provide at its own expense any additional or replacement cable racks and Qwest transmission cable needed to accommodate the relocation of the installation. CLEC and Qwest will work together in good faith to minimize any disruption of service in connection with such relocation.

7.1.3.5.27 Licensed Facilities will be furnished, installed and maintained in accordance with the following:

7.1.3.5.27.1 Qwest agrees to furnish all Licensed Facilities.

7.1.3.5.27.2 Qwest agrees to install the Licensed Facilities. Qwest agrees to comply with specifications and processes furnished by CLEC for installation performed by Qwest.

7.1.3.5.27.3 Qwest agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in Qwest's frame to the designated CLEC power source. Qwest will distribute the power among its equipment within the Equipment Space.

7.1.3.5.27.4 Qwest agrees to maintain in good working order all Qwest equipment in Equipment Space. CLEC agrees to

repair Qwest transmission cable. Qwest is not permitted to repair installed Qwest transmission cable in order to avoid possible harm to other transmission cables.

7.1.3.5.27.5 Qwest may use contractors to perform installation and maintenance for which Qwest is responsible. CLEC consents to use of those contractors listed on a then current CLEC approved list of Qwest submitted contractors. Use of any other contractors shall require CLEC's prior written consent, which shall not be unreasonably withheld.

7.1.3.5.27.6 Qwest may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If Qwest chooses to install its equipment in locked cabinets, Qwest shall leave the appropriate keys with CLEC and agrees to allow CLEC the right of entry to such cabinets.

7.1.3.5.28 Under the Space Licenses, CLEC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by CLEC, and provides no maintenance for any Qwest equipment in Equipment Space. CLEC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with CLEC technical specifications and that the incidental material provided by CLEC shall be free from defects. CLEC makes no other warranties, express or implied, and specifically disclaims any warranties of merchantability or fitness for a particular purpose.

7.1.3.5.29 In addition to any other rights or remedies that CLEC may have under this Agreement or at law, CLEC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

7.1.3.5.29.1 Qwest fails to pay charges due or fails to comply with any of the terms or conditions of these space license conditions.

7.1.3.5.29.2 Qwest utilizes the Licensed Facilities for a purpose that is different from the authorized purpose described in this space license arrangement.

7.1.3.5.29.3 Qwest fails to comply with Applicable Laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations

under this space license arrangement.

7.1.3.5.30 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

7.1.3.5.31 Within thirty (30) days after termination of a Space License, Qwest will, at its sole expense, remove all Qwest equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If Qwest fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, CLEC may, at its option, upon ten (10) days written notice to Qwest, perform the removal and restoration at Qwest's sole risk and expense.

7.1.3.5.32 Because removal of installed Qwest transmission cable may cause damage to other cables or fiber, Qwest agrees to relinquish its transmission cable to CLEC in lieu of removal. Upon termination of the applicable Space License, all Qwest transmission cable will be automatically conveyed to CLEC, thereby becoming the property of CLEC, free of any interest or lien of any kind by Qwest (or by any person claiming through Qwest). At CLEC's request, Qwest will promptly execute and deliver to CLEC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of Qwest transmission cable to CLEC.

7.1.3.5.33 If no monies are owed by Qwest to CLEC under this Agreement, CLEC agrees to deliver such removed equipment to Qwest's last known business address or to a domestic location designated by Qwest, at Qwest's sole risk and expense. If monies are so owed, Qwest agrees that CLEC may either take ownership free of any interest or lien by Qwest (or those claiming through Qwest) or treat such equipment as abandoned by Qwest.