

**Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition for Approval of an amendment :
to an Interconnection Agreement under :
Section 252 of the Telecommunications : Docket No. A-2017-2615161
Act of 1996 between Windstream D&E, :
Inc. and Onvoy, LLC (as assigned from :
Broadvox-CLEC, LLC)

PETITION

NOW COMES, Windstream D&E, Inc. (“Windstream”) and Onvoy, LLC (“Onvoy”) and respectfully submit to the Pennsylvania Public Utility Commission (“Commission”) for approval the attached Amendment to the Interconnection Agreement (“Agreement”) between Windstream and Onvoy (as assigned from Broadvox-CLEC, LLC under the Telecommunications Act of 1996 (“TA-96”)) and pursuant to the Commission’s Order entered August 31, 2017, Docket No. A-2017-2615161.

The parties to the Agreement are Windstream and Onvoy (as assigned from Broadvox-CLEC, LLC). This Amendment allows for Onvoy to collocate its telecommunication equipment on Windstream premises. Windstream and Onvoy, therefore, respectfully request that the Commission approve the Amendment. In support of this request, Windstream and Onvoy state the following:

1. Windstream is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania with its principal place of business at 4001 North Rodney Parham Road, Little Rock, AR 72212.

2. Onvoy is a telecommunications company with its principal place of business at One North Wacker Drive, Suite 2500, Chicago, IL 60606.

3. Windstream and Onvoy have entered into the Amendment pursuant to §252 of TA-96.

4. The Amendment satisfies the requirements for Commission approval pursuant to §252(e) (2) (A) of TA-96, which provides as follows:

(2) GROUND FOR REJECTION.--The State commission may only reject--

(A) an agreement (or any portion thereof) under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

5. The Amendment does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). Other carriers are not bound by the Agreement, as amended, and remain free to negotiate independently with Windstream pursuant to Section 252 of TA-96.

6. The Agreement, as amended, is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). It will facilitate the continuation of Onvoy's provision of service to its customers, and it will promote competition, thereby fostering the goals of TA-96.

7. The parties request that the Commission approve the Amendment without revision as quickly as possible, under Section 252(e)(4) of TA-96, consistent with the public interest.

WHEREFORE, Windstream respectfully requests that the Commission approve the attached Amendment pursuant to TA-96.

Respectfully submitted,

Windstream D&E, Inc.

By:



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Dated: June 26, 2023

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

Between

WINDSTREAM D&E, INC.

and

ONVOY, LLC

This Amendment No. 1 (“First Amendment”) is made this 20th day of June (“First Amendment Effective Date”), by and between Windstream D&E, Inc. (“Windstream”) with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and Onvoy, LLC (as assigned from Broadvox-CLEC, LLC) (“Onvoy”), with its principal place of business at 1 North Wacker Drive, Suite 2500, Chicago, IL 60606. Windstream and Onvoy may be hereinafter referred to, each individually, as a “Party” and, collectively, as the “Parties”). This First Amendment covers services in the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, Onvoy and Windstream are Parties to an Interconnection Agreement executed as of July 18, 2017 and entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the “Act”) and Section 18 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

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. **Attachment 7: Intentionally Left Blank is deleted and replaced in its entirety with the attached Attachment 7: Collocation.**

2. **Miscellaneous Provisions:**

2.1 **Conflict between this First Amendment and the Agreement.** This First Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this First Amendment. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this First Amendment but not in the Agreement, or in the Agreement but not in this First Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

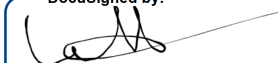
2.3 **Captions.** The Parties acknowledge that the captions in this First Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this First Amendment.

2.4 Scope of Amendment. This First Amendment shall amend, modify and revise the Agreement, only to the extent set forth expressly in Section 1 and 2 of this First Amendment, and, except to the extent set forth in Section 1 and 2 of this First Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the First Amendment Effective Date.

Windstream D&E, Inc.

Onvoy, LLC

DocuSigned by:

By: 311499C4E90341E

DocuSigned by:

By: 8784C72D444E4D0...

Printed: Wendy E. Hays

Printed: Kyle Bertrand

Title: Vice President – Wholesale Access & Operations

Title: Vice President Procurement Management And Network Optimization

Date: 6/20/2023

Date: 6/15/2023

ATTACHMENT 7: COLLOCATION**1.0 General Provisions**

- 1.1** This Attachment sets forth the rates, terms, and conditions upon which Windstream will offer physical collocation to Onvoy as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2** Onvoy shall be allowed to obtain dedicated space (the “Collocation Space”) in Windstream’s Wire Centers and to place equipment in such space to interconnect with Windstream’s network.
- 1.2.1 Onvoy shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3** Physical collocation shall be provided on a first-come, first-served basis.
- 1.4** Physical collocation also includes Windstream providing resources necessary for the operation and economical use of collocated equipment.
- 1.5** Onvoy will disclose appropriate information about the equipment to be installed to allow Windstream to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6** When Windstream personnel are used, the labor rates included in Exhibit A shall apply.
- 1.7** If Onvoy chooses to physically collocate in premises which was initially prepared for virtual collocation, Onvoy may:
- 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
- 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case Onvoy shall coordinate the construction and rearrangement with Windstream of its equipment and circuits for which Onvoy shall pay Windstream at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Collocation Pricing shall apply.
- 1.8** Onvoy is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Windstream.
- 1.9** Onvoy’s collocated space will be separated from other CLEC’s collocated space and Windstream space through cages constructed by Windstream or Windstream’s contractors.
- 1.10** Once construction is complete for physical collocation and Onvoy has accepted its physical collocation space, Onvoy may order Cross-Connects.
- 1.11** Prior to the installation of any equipment in the collocation space, Onvoy will provide a list of equipment to be collocated and Windstream will review said list and equipment to determine if it meets safety requirements as well as FCC guidelines for allowable collocation equipment. If, during the review, Windstream reasonably determines that the equipment or the installation does not meet

safety requirements or FCC guidelines, it will provide a notice of noncompliance to Onvoy along with an identification of the problem and recommendations for its solution. Onvoy will be responsible for the costs associated with any modifications necessary to bring the request into compliance. If Onvoy installs equipment that has not been previously identified, reviewed, and determined compliant and such equipment is later found to be non-compliant, Windstream will notify Onvoy of such non-compliant equipment. If Onvoy is notified that certain equipment is non-compliant because of safety reasons, and Onvoy fails to commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance, Windstream may have the equipment removed or the condition reasonably corrected at Onvoy's expense. If Onvoy is notified that certain equipment is non-compliant for reasons other than safety, Onvoy may either 1) invoke the dispute resolution procedures of this Agreement or 2) commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance. If Onvoy fails to do either, Windstream may have the equipment removed or the condition reasonably corrected at Onvoy's expense.

- 1.12** During installation if Windstream determines Onvoy activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Windstream has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Windstream's employees, interfere with the performance of Windstream's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Windstream may perform such work and/or take reasonable action as is necessary to correct the condition at Onvoy's sole expense.
- 1.13** Windstream may refuse Onvoy's requests for additional space if Onvoy is in material breach of this Attachment, including having any undisputed past due charges hereunder.
- 1.14** Any collocation element requested by Onvoy that is not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").
- 1.15** Types of Collocation
 - 1.15.1 Caged: a form of collocation which allows Onvoy to lease caged floor space to house Onvoy's equipment within Windstream Wire Centers or access tandems pursuant to this attachment. The minimum floor space requirement for caged collocation is 100 sq. feet.
 - 1.15.2 Cageless: a form of collocation which allows Onvoy to place its equipment in single bay increments within Windstream Wire Centers or access tandems pursuant to this attachment. This space will be in separate lineups where available, and will not share the same Bay space with Windstream equipment. Equipment will be installed by vendors approved and certified by Windstream. The minimum floor space requirement for cageless collocation is 1 standard rack/bay (approx. 6 sq. feet.).

2.0 Collocation Intervals

- 2.1** All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.
- 2.2** Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by Windstream from Onvoy of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will notify Onvoy whether the sufficient floor space is available in the requested Wire Center to accommodate Onvoy's request and provide floor plans necessary for use by a Windstream approved contractor.
- 2.3** Buildout Quote Preparation.

Within thirty-five (35) business days of the receipt by Windstream from Onvoy of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will provide Onvoy with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

2.4 Quote Acceptance

Within thirty (30) business days of the receipt by Onvoy of the Windstream quotation, Onvoy will notify Windstream in writing of its acceptance or rejection of the Windstream proposed quotation. Within thirty (30) days of notifying Windstream in writing of its acceptance, Onvoy shall make payment to Windstream of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the payment described in section 2.4 above, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to Onvoy for installation of its collocated equipment.

2.6 Delays in Windstream's receipt of equipment or material required for physical collocation that are beyond Windstream's reasonable control shall not leave Windstream liable for any claims of delay.

2.7 Windstream shall notify Onvoy that the Collocation Space is ready for occupancy. Onvoy's operational telecommunications equipment must be placed and connected with Windstream's network within ninety(90) calendar days of such notice. If Onvoy fails to place operational telecommunications equipment in the Collocation Space within ninety (90) calendar days and such failure continues for a period of twenty (20) business days after receipt of written notice from Windstream, then and in that event Onvoy's right to occupy the Collocation Space terminates and Windstream shall have no further obligations to Onvoy with respect to said Collocation Space. Termination of Onvoy's rights to the Collocation Space pursuant to this Section shall not operate to release Onvoy from its obligations to reimburse Windstream for all cost reasonably incurred by Windstream in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Onvoy's telecommunications equipment will be deemed operational when cross-connected to Windstream's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

3.1 Onvoy may terminate occupancy in the Collocation Space upon thirty (30) calendar days' prior written notice to Windstream.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 Onvoy shall surrender all keys, access cards and Windstream provided photo identification cards to the Collocation Space and the building to Windstream, and shall make known to Windstream the combination of all combination locks remaining on the Collocation Space.

3.2.2 Onvoy, at its sole expense, shall remove all its equipment from the Collocation Space within sixty (60) days to complete such removal; provided, however that Onvoy shall continue payment of monthly fees to Windstream until such date as Onvoy has fully vacated the Collocation Space.

3.2.2.1 If Onvoy fails to vacate the Collocation Space within thirty (30) days from the termination date and Onvoy does not continue to pay the monthly fee, Windstream reserves the right to remove Onvoy's equipment and other property of Onvoy,

with no liability for damage or injury to Onvoy's property unless caused by the negligence or intentional misconduct of Windstream. All expenses shall be borne by Onvoy.

- 3.2.3 Onvoy shall return to Windstream the Collocation Space and all equipment and fixtures of Windstream in as good a condition and state of repair as when Onvoy originally took possession, normal wear and tear or damage by fire or other casualty excepted. Onvoy shall be responsible to Windstream for the cost of any repairs that shall be made necessary by the acts or omissions of Onvoy or of its agents, employees, contractors, or business invitees. Windstream reserves the right to oversee Onvoy's withdrawal from the Collocation Space, and Onvoy agrees to comply with all reasonable directives of Windstream regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Windstream's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that Onvoy shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put Onvoy to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 3.2.4 Prior to any termination or within thirty (30) days thereafter, Onvoy shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by Onvoy. If Onvoy fails to vacate the Collocation Space within thirty (30) days from the termination date and Onvoy does not continue to pay the monthly fee, Onvoy shall, upon demand, pay to Windstream the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Windstream.
- 3.2.5 All fixtures, installations, and personal property belonging to Onvoy not removed from the Collocation Space upon termination of a Collocation Space license and not required by Windstream to have been removed as provided in this Attachment in a written notice, shall be conclusively presumed to have been abandoned by Onvoy and title thereto shall pass to Windstream under this Attachment as if by bill of sale.
- 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, Onvoy shall indemnify Windstream against loss or liability resulting from delay by Onvoy in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 3.3** Should Onvoy default in its performance and said default continues for thirty (30) days after receipt of written notice, or if Onvoy is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Windstream may, subject to and in compliance with all applicable federal, state, local and bankruptcy laws, rules and regulations, immediately or at any time thereafter, without further notice or demand, enter and repossess the Collocation Space, expel Onvoy, remove Onvoy property, and thereupon this Attachment shall terminate, without prejudice to any other remedies Windstream might have. Windstream may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Onvoy at any time thereafter.

4.0 Collocation Space

- 4.1** If Windstream determines it necessary for Onvoy's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another Windstream Wire Center, Onvoy is required to do so. Onvoy shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of Windstream, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or

Building uneconomical in Windstream's reasonable judgment. Otherwise, Windstream shall be responsible for any such preparation and costs.

- 4.2 If Onvoy requests the Collocation Space to be moved within the Building or to another Windstream Wire Center, Windstream shall permit Onvoy to relocate the Collocation Space, subject to the availability of space and associated requirements. Onvoy shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.
- 4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."
- 4.4 Windstream agrees to prepare the Collocation Space in accordance with working drawings and specifications, with the responsibility for the cost and expense being as set forth above. The preparation shall be arranged by Windstream in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After Onvoy has made the initial payments required and the state regulatory approval is obtained for this attachment, Windstream agrees to pursue diligently the preparation of the Collocation Space for use by Onvoy.

5.0 Entrance Facilities and Demarcation Point

- 5.1 Onvoy will place its own entrance facilities for connection to the collocated equipment. Windstream will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Onvoy will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. Onvoy will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to Onvoy's equipment in the Collocation Space. Onvoy must contact Windstream for instructions prior to placing the entrance facility cable in the manhole. Onvoy is responsible for maintenance of the entrance facilities.
- 5.2 Windstream shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between Onvoy's network and Windstream's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between Windstream and Onvoy will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, Onvoy shall use the Collocation Space solely for the purposes explicitly allowed under the FCC's collocation rules found in Title 47 Part 51. Consistent with the nature of the Building and the environment of the Collocation Space, Onvoy shall not use the Collocation Space for office, retail, or sales purposes. Onvoy shall place no signs or markings of any kind (except for a plaque or other identification affixed to Onvoy's equipment and reasonably necessary to identify Onvoy's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 Onvoy is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Onvoy in the Collocation Space.
- 6.3 From time to time Windstream may require access to the Collocation Space. Windstream retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Windstream will give reasonable written notice to Onvoy when access to the Collocation Space is required.

Onvoy may elect to be present whenever Windstream performs work in the Collocation Space. The Parties agree that Onvoy will not bear any of the expense associated with this work.

6.4 Onvoy Access to Onvoy's Collocation Space

Onvoy shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Onvoy to traverse restricted areas. All employees, agents and contractors of Onvoy having access to the Collocation Space shall comply with Windstream's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Windstream which contains a current photo, the individual's name and company name/logo. Onvoy agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, Onvoy shall surrender the Collocation Space to Windstream in the same condition as when first occupied by Onvoy except for ordinary wear and tear or damage by fire or other casualty excepted.

6.5 Onvoy must submit an application listing all of Onvoy's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. Onvoy warrants and represents that the application is complete and accurate and acknowledges that any material incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' written notification by Windstream, would be a material breach of this Attachment. Onvoy shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of Windstream.

6.6 In the event that subsequent to the execution of this Attachment Onvoy desires to place in the Collocation Space any equipment or facilities not set forth on the application, Onvoy shall furnish to Windstream a written list and description of the equipment or facilities. Windstream may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.

6.7 The foregoing imposes no obligation upon Windstream to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

6.8 Onvoy shall indicate its intent to proceed with equipment installation in a Windstream Central Office by submitting the Windstream's Collocation Application Form. This form may be obtained by sending a request to: WCI.Network.Interconnection@Windstream.com. A Collocation Application Form requires Onvoy to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Collocation Application Form must be received by Windstream no later than thirty (30) days after Windstream's response to Onvoy's Application/Inquiry. Space preparation for the Collocation Space will not begin until Windstream receives the Collocation Application Form and all applicable fees.

6.9 Onvoy shall bear all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by Windstream may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s),

mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Windstream will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will promptly advise Onvoy of delays.

- 6.10** Pursuant to the terms contained in this Attachment, Windstream shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet unless cageless collocation has been requested.
- 6.11** Onvoy equipment or operating practices representing a significant technical threat to Windstream's network or facilities, including the building, that is supported by demonstrable evidence from Windstream, is strictly prohibited.
- 6.12** Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of Windstream or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13** Windstream will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. Windstream will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, Windstream will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. Windstream will not make the physical connection within the local service provider's collocation node. Windstream will not accept any liability for the cable or the connections and Windstream will not maintain any records concerning these connections.
- 6.14** Subject to this Attachment, Onvoy may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by Onvoy in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Onvoy at any time. Onvoy shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15** In no case shall Onvoy or any person purporting to be acting through or on behalf of Onvoy make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of Windstream. Windstream shall consider a modification, improvement, addition, repair, or other alteration requested by Onvoy, provided that Windstream shall have the right to reject or modify any such request. Onvoy shall pay the cost of any such construction in accordance with Windstream's then-standard custom work order process.

7.0 Standards

- 7.1** The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of Onvoy as of the Effective Date of this Attachment and the Parties are not in Agreement concerning such

modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of Onvoy concurrence. Onvoy shall strictly observe and abide by each.

7.2 Onvoy warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. Onvoy also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.

7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of Onvoy

8.1 Onvoy is responsible for providing to Windstream personnel a contact number for Onvoy technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
Onvoy Maintenance: 877-777-2263

8.2 Onvoy is responsible for providing trouble report status when requested by Windstream.

8.3 Regeneration of either DS1 or DS3 signal levels must be provided by Onvoy, or Windstream under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. Onvoy must provide any regeneration caused by cross-office extension.

8.4 A vendor who has been approved as a Windstream certified vendor to perform all engineering and installation work must install all equipment. Windstream shall provide Onvoy with a list of certified vendors upon request. The certified vendor shall be responsible for installing Onvoy's equipment and components, extending power cabling to the Windstream power distribution frame, performing operational tests after installation is complete and notifying Windstream's engineers and Onvoy upon successful completion of installation. The certified vendor shall bill Onvoy directly for all work performed for Onvoy pursuant to this Attachment and Windstream shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of Onvoy. Onvoy will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:

8.4.1 Entrance Facilities;

8.4.2 Onvoy Equipment;

8.4.3 Required Point of Termination Cross Connects;

8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;

8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

Windstream NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5** Onvoy is responsible for immediate verbal notification to Windstream of significant outages or operations problems which could impact or degrade Windstream's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6** Onvoy is responsible for coordinating with Windstream to ensure that services are installed in accordance with the service request.
- 8.7** Onvoy is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a Onvoy provided facility or piece of equipment. If Windstream testing is also required, it will be provided at charges specified in Windstream's F.C.C. Tariff No. 1.

9.0 Assignment

- 9.1** . Onvoy shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of Windstream which Windstream will not unreasonably withhold. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of Windstream. Onvoy shall not permit any third party to jointly occupy the Collocation Space. Onvoy acknowledges that this Attachment does not convey any right, title or interest in the Central Office to Onvoy.

10.0 Casualty Loss

- 10.1** If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered unusable in whole or in part, Windstream shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, Windstream has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while Onvoy was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or Windstream opts not to rebuild, then this Attachment shall (upon notice to Onvoy within thirty (30) calendar days following such occurrence) terminate as of the date of such damage.
- 10.2** Any obligation on the part of Windstream to repair the Collocation Space shall be limited to repairing, restoring, and rebuilding the Collocation Space as originally prepared for Onvoy and shall not include any obligation to repair, restore, rebuild, or replace any alterations or improvements made by Onvoy or by Windstream to the Collocation Space at the request of Onvoy; or any fixture or other equipment installed in the Collocation Space by Onvoy or by Windstream on request of Onvoy.
- 10.3** In the event that the Building shall be so damaged by fire or other casualty that closing, demolition, or substantial alteration or reconstruction thereof shall, in Windstream's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, Windstream, at its option, may terminate this collocation arrangement by giving Onvoy ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1** In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.

11.2 Onvoy acknowledges and understands that Windstream may provide space in or access to the building to other persons or entities (“Others”), which may include competitors of Onvoy; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Onvoy equipment and facilities. In addition to any other applicable limitation, Windstream shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, except for the extent of the negligence or willful misconduct of Windstream. Onvoy shall save and hold Windstream harmless from any and all costs, expenses, and claims associated with any such acts or omissions by any contractor, sub-contractor, employee, or agent of Onvoy performing services under this Agreement.

12.0 Services, Utilities, Maintenance and Facilities

12.1 Windstream, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. Onvoy shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable Windstream tariffs.

12.2 Windstream will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation, and other environmental support necessary for Onvoy equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, Windstream shall provide smoke/fire detection and any other building code requirements.

12.3 Windstream shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by Onvoy to access the Collocation Space.

12.4 Windstream agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders, or regulations of any municipality, county, state, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.

12.5 Windstream will not provide Onvoy with guaranteed parking. Onvoy is required to park in public parking.

12.6 Windstream shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Onvoy personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, Onvoy shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

13.1 Onvoy and all persons acting through or on behalf of Onvoy shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations, and codes (including identification and procurement of required permits, certificates, approvals, and inspections) in its performance hereunder.

14.0 Rates and Charges

14.1 Onvoy shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by Onvoy, or that is needed for the operation of Onvoy's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").

14.2 Application Fee

Onvoy shall submit to Windstream an Application fee to cover the work involved in developing a quotation for Onvoy for the total costs involved in its collocation request for one (1) Wire Center. Onvoy must pay the Application Fee to Windstream prior to Windstream beginning any collocation work for Onvoy. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

Windstream requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design, and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for Onvoy if Onvoy and Windstream jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage, and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, Onvoy shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which Windstream releases the Collocation Space for occupancy or on the date Onvoy first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to Onvoy's collocated space. Power feeds are provided in twenty (20) ampere increments. Power usage may be ordered in single amp increments with twenty (20) amps being the minimum that can be ordered. A separate ground cable for the Onvoy collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever Onvoy or its approved agent desires access to the entrance manhole or must traverse a restricted area within Windstream's central office. Rates for a Windstream security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Collocation Pricing. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 Insurance

15.1 Onvoy shall, at its sole cost and expense, procure, maintain, pay for, and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and Onvoy's insurance company's rating need not be higher than what Windstream requires of its own underwriters. So long as Onvoy has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Windstream shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, naming Windstream as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of not less than one million dollars (\$1,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

15.2.2 Umbrella/excess liability coverage in an amount not less than five million dollars (\$5,000,000.00) excess of coverage specified in § 15.2.1 proceeding.

15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in an amount not less than one million dollars (\$1,000,000.00) each employee by accident and disease.

15.2.3 Onvoy may elect to purchase business interruption and contingent business interruption insurance, having been advised that Windstream assumes no liability for loss of profit or revenues should an interruption of service occur.

15.2.4 All risk property coverage on a full replacement cost basis insuring all of Onvoy's personal property situated on or within Windstream location(s). Onvoy may also elect to purchase business interruption or contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.

15.2.5 Onvoy may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

15.3 The limits set forth in Section 15.2 above may be increased by Windstream from time to time during the term of the Attachment upon thirty (30) days' written notice to Onvoy to at least such minimum limits as shall then be customary with respect to comparable occupancy of Windstream structures.

- 15.4** All policies purchased by Onvoy shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Windstream.
- 15.5** All insurance must be in effect on or before the date equipment is delivered to Windstream's Central Office and shall remain in effect for the term of this Attachment or until all Onvoy property has been removed from Windstream's Central Office, whichever period is longer. If Onvoy fails to maintain required coverage, Windstream may pay the premiums thereon and seek reimbursement of it from Onvoy.
- 15.6** Onvoy releases Windstream from and waives any and all right of recovery, claim, action, or cause of action against Windstream, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Onvoy or located on or in the space at the instance of Onvoy by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, unless caused by the negligence or willful misconduct of Windstream, its agents, directors, officers, employees, independent contractors, and other representatives. Prior to Onvoy collocating any fixtures or personal property on Windstream's premises, the Parties will meet to agree on mutually acceptable terms and conditions regarding a waiver of subrogation. Onvoy may also elect to purchase business interruption and contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7** Onvoy shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. Onvoy shall provide to Windstream at least thirty (30) calendar days advance written notice of cancellation, of any insurance policies held per this attachment. Upon written request by Windstream, Onvoy will provide a current proof of insurance certificate. Requests will not be made more than once per year.
- 15.8** Onvoy and Windstream will cooperate to conform to any reasonable recommendation(s) made by Windstream's and/or Onvoy's insurance company.
- 15.9** Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 **Windstream's Right of Way**

- 16.1** Windstream, its agents, employees, and other Windstream-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by Windstream hereunder, and for any other purpose deemed reasonable by Windstream with a thirty (30) calendar day written notice. In the event of an emergency, no written notice will be required prior, however, Windstream will provide written notice within at least three (3) business days after its entry. Windstream may access the Collocation Space for purpose of averting any threat of harm imposed by Onvoy or its equipment or facilities upon the operation of Windstream equipment, facilities, and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

17.0 **Other Windstream Responsibilities**

- 17.1** Windstream is responsible for verbally notifying Onvoy as soon as reasonably possible of significant outages or operations problems which could impact or degrade Onvoy's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

Exhibit A to Attachment 7 Collocation:**Physical Collocation Pricing**

| <u>Rate Element Description</u> | | <u>Monthly Recurring Charge</u> | <u>Nonrecurring Charge</u> |
|--|------------------------------|--|---------------------------------------|
| Application Fee | Per arrangement. Per C.O. | | \$3,832.72 |
| Subsequent Application Fee | Per arrangement. Per C.O. | | \$2,303.92 |
| Buildout Space Preparation Fee | ICB per Hour | | \$46.80 |
| Cable Installation Fee | Per cable | | \$1,954.86 |
| Cable Support Structure | Per 50 feet of cable | \$5.59 | \$0.00 |
| Floor Space Rental | Per square foot | \$4.31 | \$0.00 |
| Caged Floor Space Rental | Per square foot | \$5.56 | \$0.00 |

| | | | |
|-------------------------------|----------------------------|---------|----------|
| 48 Volt Power | Per ampere, Per month | \$10.96 | \$17.33 |
| 48 Volt Power Cable | Per foot, Per month | \$0.18 | \$0.00 |
| Security Escort | Per half hour | | |
| - Basic | | | \$22.99 |
| - Overtime | | | \$34.49 |
| - Premium | | | \$45.98 |
| Cross Connect | | | |
| DSO, 2-Wire | | \$0.64 | \$91.74 |
| DSO, 4-Wire | | \$1.28 | \$91.74 |
| DS1 | | \$4.82 | \$174.11 |
| DS3 | | \$40.45 | \$174.11 |
| OC3 | | \$27.18 | \$185.61 |
| Direct Connection | | | |
| Fiber Arrangement | Per cable, Per linear foot | \$0.075 | |
| - with Initial Application | Per arrangement | | \$704.74 |
| - subsequent to Application | Per arrangement | | \$677.34 |
| Copper or Coaxial Arrangement | Per cable, Per linear foot | \$0.036 | |
| - with Initial Application | Per arrangement | | \$704.74 |
| - subsequent to Application | Per arrangement | | \$677.34 |