

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND  
252 OF THE TELECOMMUNICATIONS ACT OF 1996**

**Dated as of December \_\_\_, 1997**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Wisconsin**

**and**

**WEST WISCONSIN COMMUNICATIONS SYSTEMS, INC.**

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (? Agreement?), is effective as of the \_\_\_\_\_ day of December 1997 (the ? Effective Date?), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Wisconsin (? Ameritech?) and West Wisconsin Communications Systems, Inc., a Wisconsin corporation with offices at E4528 County Road C, P.O. Box 115 Downsville, Wisconsin 54735 (? Requesting Carrier?).

WHEREAS, Ameritech is an Incumbent Local Exchange Carrier as defined by the Act with obligations arising under Sections 251(a), (b) and (c) of the Act, authorized to provide certain Telecommunications Services within Wisconsin;

WHEREAS, Requesting Carrier is a Local Exchange Carrier as defined by the Act with obligations arising under Sections 251(a) and (b) of the Act, authorized to provide certain Telecommunications Services within Wisconsin;

WHEREAS, Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Wisconsin;

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection for the mutual exchange of Telephone Exchange Service traffic and Exchange Access traffic to their respective business and residential Customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and additional services as set forth herein;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

**1.0 DEFINITIONS.**

Capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1.0 and elsewhere in this Agreement.

**2.0 INTERPRETATION AND CONSTRUCTION.**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

### **3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES.**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding ? Interconnection Activation Date? shown for each such LATA on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.0 by attaching one or more supplementary schedules to such schedule; provided that on or before the date that is one hundred fifty-one (151) days prior to the applicable Interconnection Activation Date(s), Requesting Carrier may at its sole option and discretion withdraw or delay such Interconnection Activation Date(s). If Requesting Carrier cancels or delays any Interconnection Activation Date in accordance with the foregoing and Ameritech has, at the request or direction of Requesting Carrier, incurred any costs to implement such Interconnection up to the date on which notice of such withdrawal or delay is received by Ameritech, Requesting Carrier shall pay to Ameritech such costs.

### **4.0 INTERCONNECTION PURSUANT TO SECTION 251.**

**4.1 Scope.** Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251 of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Sections 5.0 and 6.0 prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. The Parties agree to utilize at least one point of Interconnection within the boundary of Ameritech's service area in each LATA, where the Parties Interconnect their networks.

#### **4.2 Interconnection Points and Methods.**

4.2.1 In each LATA identified on **Schedule 3.0**, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Wire Centers on **Schedule 3.0** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251 of the Act.

4.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in **Section 12.0** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 4.3**. Notwithstanding the foregoing, as provided in Section 251 of the Act, Requesting Carrier, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network.

4.2.3 If Requesting Carrier elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's facilities via Collocation, Requesting Carrier agrees to provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than Ameritech provides to (i) Requesting Carrier pursuant to the terms and conditions of this Agreement and (ii) other similarly situated Telecommunications Carriers.

### **4.3 Fiber-Meet.**

4.3.1 Unless the Parties shall otherwise agree, if the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (? SONET?) transmission system. This SONET transmission system shall be configured as agreed upon by the Implementation Team and engineered, installed, and maintained as described in this **Section 4.0** and in the Implementation Plan. In any case, the Parties shall mutually agree upon the point of Interconnection. Each Party agrees to disable the Digital Control Channel (? DCC?) in its equipment that is part of the SONET System and each Party shall be responsible for the monitoring of its own node.

4.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain OLTM equipment in the Ameritech Interconnection Wire Center (? AIWC?) identified for each LATA set forth on **Schedule 3.0**, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Section 5.0**.

4.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Requesting Carrier Interconnection Wire Center (? RIWC?) identified for that LATA in **Schedule 3.0**, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Section 5.0**.

4.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. Requesting Carrier shall deliver and maintain such

strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

4.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the RIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier's receipt of such request.

4.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RIWC and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RIWC.

4.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLTM equipment Ameritech has installed in the AIWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

4.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

#### **4.4 Interconnection with Ameritech in Additional LATAs.**

4.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas in any additional LATA, Requesting Carrier shall provide written notice to Ameritech of its need to establish Interconnection with Ameritech in such LATA pursuant to this Agreement.

4.4.2 The notice provided in Section 4.4.1 shall include (i) the initial Wire Centers Requesting Carrier has designated in the new LATA; (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking requirements.

4.4.3 Unless otherwise agreed by the Parties, the Wire Center Requesting Carrier has identified as its initial Routing Point in the LATA shall be designated as the RIWC in that LATA and the

Ameritech Tandem Office Wire Center in such LATA nearest to the RIWC (as measured in airline miles utilizing the V&H coordinates method) shall be designated as the AIWC in that LATA. If it is necessary for Requesting Carrier to interconnect with a tandem of a third party LEC in order to obtain ubiquitous call delivery to Ameritech Customers in such LATA, Requesting Carrier may interconnect with such LEC and shall be responsible for any such interconnection arrangements and any other necessary arrangements with such LEC.

4.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is not less than one hundred fifty (150) days after the date on which Requesting Carrier delivered notice to Ameritech pursuant to **Section 4.4.1**. Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in **Section 4.4.1**, Ameritech and Requesting Carrier shall confirm the AIWCs, the RIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to **Schedule 3.0**.

**4.5 Additional Interconnection in Existing LATAs.** If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of **Sections 4.4.1** and **4.4.2**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in **Section 4.4.4**. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches. If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new switch, such Party shall provide written notice of such request and the timeframes in **Section 4.4.4** shall apply.

**4.6 Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 4.6**, **equal in quality** means the same technical criteria and service standards that a Party uses within its own network.

#### **4.7 Network Management.**

4.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and Ameritech shall exchange reasonable and appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law

enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

#### **4.8 Standards of Performance.**

4.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 4.6** as determined by this **Section 4.8** and (ii) as required by the Commission (collectively, the **Interconnection Performance Benchmarks**).

4.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on **Schedule 4.8** (each, an **Interconnection Performance Activity**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the **Providing Party's Interconnection Records**) and to other LECs (the **Other LEC Interconnection Records**) and parallel records of the Interconnection that the Providing Party provides to the other Party (the **Other Party's Interconnection Records**) and shall use the methods described in **Schedule 4.8** to calculate the Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon.

4.8.3 The Providing Party shall provide to the other Party for each calendar month (a **Reporting Period**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a **Specified Performance Breach**. Notwithstanding anything to the contrary in this **Section 4.8**, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

4.8.4 In no event shall the Providing Party be deemed to have committed a **Specified Performance Breach** if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a **Delaying Event**. If a **Delaying Event** (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only

suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

4.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 27.19** and pursue any available relief or remedy under Applicable Law.

4.8.6 The other Party shall also be entitled to any credit allowances pursuant to the same terms and conditions that the Providing Party offers credit allowances to its Customers, including those described on **Schedule 10.9.6**.

4.8.7 The Parties' agreement to the procedures set forth in this **Section 4.8** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

#### **4.9 9-1-1 Service.**

4.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this **Section 4.9** in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

##### 4.9.2 Service and Facilities Provided.

(a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 selective router residing at each Ameritech Control Office that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 Service and access to all sub-tending Public Safety Answering Points (each, a ? PSAP?). Requesting Carrier will establish such interconnection by either (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and each Ameritech Control Office at tariffed rates or (ii) providing demuxed DS0 level trunks at a Collocation point in an Ameritech Central Office which trunks are then muxed and routed on Ameritech DS1 facilities to the designated Ameritech Control Office(s) at the rates set forth at Exhibit PS-I of the Pricing Schedule. Both of the foregoing options described in this subparagraph (a) require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs.

(b) If Requesting Carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.

(c) If Requesting Carrier requests routed facilities diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be provisioned by Ameritech within twenty (20) Business Days following order by Requesting Carrier. Following such provision, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech Control Office to assure proper functioning of the 9-1-1 Service. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.

(d) Ameritech will provide to Requesting Carrier, in paper or mechanized format, an address and routing file that will specify the relationship between the geographic address and the 9-1-1 Control Office which serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Area(s) served by Requesting Carrier. The address and routing file will be provided by exchange Rate Center or community upon request. A specified charge as set forth at Exhibit PS-I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to Requesting Carrier in a paper format any updates to the address and routing file.

(e) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:

- (1) Ameritech provided format requirements and a delivery address for Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and

other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 4.9.2(f)**;

- (2) Coordination of error resolution involving entry and update activity;
- (3) Provisioning of specific 9-1-1 routing information on each access line; and
- (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct Control Office when originating a 9-1-1 call.

Updating the Ameritech ALI database from paper records of service order activity supplied by Requesting Carrier is optional. The charge for this service is separate and set forth at Exhibit PS-I of the Pricing Schedule under the category ? **Optional Manual Update?** .

(f) Requesting Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the CNA data and error corrections that may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing Requesting Carrier with a report of the number of items sent, the number of items entered correctly, and the number of errors.

(g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Control Office; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule for each 9-1-1 Control Office trunk group that is connected to such 9-1-1 Control Office (the ? **Alternate Control Office Access?** charge).

(h) In the event of an Ameritech or Requesting Carrier 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

(i) Ameritech will provide the order number and circuit identification code in advance of the service due date.

(j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

(k) Each Party shall engineer incoming 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **? busy day/busy hour?** criteria.

(l) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

4.9.3 Compensation. (a) In addition to the amounts specified in **Section 4.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Exhibit PS-I of the Pricing Schedule.

(b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

4.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

a. Ameritech is not liable for the accuracy and content of CNA data that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered.

- b. Notwithstanding anything to the contrary contained herein, Ameritech's liability to Requesting Carrier and any third person shall be limited to the maximum extent permitted by Section 146.70(7) of the Wisconsin Statutes.

## **5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251**

**5.1 Scope of Traffic.** Section 5.0 prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the ? **Local/IntraLATA Trunks?** ).

**5.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over the Local/IntraLATA Trunks.

**5.3 Trunk Group Architecture and Traffic Routing.** The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

5.3.1 Each Party shall initially configure two (2) way trunk group or upon mutual agreement of the Parties, one (1) way trunk groups, as a direct transmission path between each RIWC and AIWC. The Implementation Plan shall establish parameters for establishment of such trunk groups.

5.3.2 Notwithstanding anything to the contrary contained in this Section 5.0, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, as soon as reasonably possible but, in any event, not later than sixty (60) days after such time, jointly establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Implementation Plan.

5.3.3 Only those valid NXX codes served by an End Office and those remote offices subtending such End Office may be accessed through a direct connection to that End Office.

5.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Dedicated Interoffice Transmission Facilities set forth in Ameritech's applicable tariffs plus any additional costs required to provision such Logical Trunk

Groups. Where a Tandem also provides End Office functionality, Interconnection by a Party at such Tandem shall provide access to such Tandem's End Office functionality.

5.3.5 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group.

5.3.6 Tandem Exhaust. If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, **Busy Season** means any three (3) consecutive month period.

**5.4 Signaling.** Signaling Interconnection may be used for signaling between Requesting Carrier switches, between Requesting Carrier switches and Ameritech switches, and between Requesting Carrier switches and those third party networks interconnected with Ameritech's SS7 network.

5.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties if mutually agreed to by the parties. Each Party shall charge the other Party for CCIS signaling at the rates set forth in applicable tariffs.

5.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

5.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

5.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

**5.5 Grades of Service.** The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Implementation Plan.

**5.6 Measurement and Billing.**

5.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that (i) all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months and (ii) for the first three (3) months of calls exchanged under this Agreement, calls without CPN shall be recorded and aggregated and payments with respect to such calls shall be made promptly following the conclusion of such period in accordance with the PLU factor determined for such period. The PLU will be reevaluated every three (3) months or at such other interval agreed upon by the Implementation Team. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

5.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

**5.7 Reciprocal Compensation Arrangements-- Section 251(b)(5).** Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 5.7**. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to **Section 6.5**.

5.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided at Item I of the Pricing Schedule; provided that (i) Requesting Carrier reserves the right to prepare its own cost studies and establish its own tariffed rates for transport and termination of Local Traffic consistent with Section 252(d) of the Act and Ameritech agrees to compensate Requesting Carrier at such tariffed rates from the time such rates are established, for the remaining term of this Agreement and (ii) to the extent Requesting Carrier's Switch does not serve a geographic area comparable to the area served by Ameritech's Tandem Switch, Requesting Carrier shall be paid all applicable rates for End Office Local Termination and not any additional Tandem charges (e.g. Tandem Switching, Tandem Transport Termination and Tandem Transport Facility Mileage). If the Parties are unable to agree as to the geographic coverage of Requesting Carrier's Switch, the Parties shall seek a Commission determination as to such geographic coverage.

5.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all

IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.7.

## **6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

**6.1 Scope of Traffic.** Section 6.0 prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Telephone Exchange Service Customers of Requesting Carrier and Interexchange Carriers (the "Access Toll Connecting Trunks"). Compensation for the transmission and routing of Exchange Access traffic, including traffic delivered to Information Service Providers, is provided for in Section 6.5.

### **6.2 Trunk Group Architecture and Traffic Routing.**

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow Requesting Carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that are connected to an Ameritech access Tandem. If Requesting Carrier desires to connect its Customers to the interexchange trunks of any Interexchange Carrier connected to an access Tandem of a third party LEC, Requesting Carrier may interconnect with such LEC and shall be responsible for any such interconnection arrangements and other necessary arrangements with such LEC.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

### **6.3 Not Used.**

**6.4 End Office Access.** Only those valid NXX codes served by an End Office and those remote offices subtending such End Office may be accessed through a direct connection to that End Office.

**6.5 Meet-Point Billing Services.**

6.5.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (? MECAB? ) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.5.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in **Schedule 6.0** and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in **Schedule 6.0** as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.5.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (? NECA? ) FCC Tariff No. 4. Requesting Carrier shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

6.5.4 Each Party shall implement the ? **Multiple Bill/Single Tariff?** option in order to bill the IXC for each Party?s own portion of jointly provided Telecommunications Service.

6.5.5 Data Format and Data Transfer.

(a) Necessary billing information will be exchanged on magnetic tape or via electronic data transfer when Requesting Carrier establishes such capability and notifies Ameritech thereof using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

(b) Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, via electronic data transfer when Requesting Carrier establishes such capability and notifies Ameritech thereof using the EMR format.

(c) Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. If Requesting Carrier establishes the capability to receive such Switched

Access Detail Usage Data via electronic data transfer in EMR format (e.g., network data mover) and notifies Ameritech in writing thereof, Ameritech shall provide such Switched Access Detail Usage Data via electronic data transfer no later than five (5) days from the usage recording date. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

(d) Each Party shall coordinate and exchange the billing account reference (? **BAR?**) and billing account cross reference (? **BACR?**) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

(e) When Ameritech records on behalf of Requesting Carrier and Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

(f) If Summary Access Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the SBC in a timely fashion. For purposes of paragraphs (e) and (f), ? timely fashion? shall be as determined by the Implementation Team.

#### 6.5.6 Errors or Loss of Access Usage Data.

(a) Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

(b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.5.7 The Parties shall not charge one another for the services rendered pursuant to this **Section 6.5.**

6.5.8 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements. In addition to the limitations of liability set forth in Section 24.0 and elsewhere in this Agreement, the following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this Section 6.5:

(a) In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.5.6(b).

(b) In recognition that neither Party is being compensated for services rendered under this Section 6.5, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this Section 6.5 exceed \$10,000 in any one (1) month billing period.

## **7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC.**

### **7.1 Information Services Traffic.**

7.1.1 This Section 7.1 applies to Information Service Traffic that originates from either (i) Requesting Carrier's Resale Services Customers or (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching and which terminates to the applicable information services platform connected to Ameritech's network.

7.1.2 Information Service Traffic shall be routed over Ameritech's network in the case of Requesting Carrier's Resale Services Customers and, in the case of Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching, over the Local/IntraLATA Trunks.

7.1.3 In accordance with procedures to be established by the Parties:

- (a) Requesting Carrier shall provide Ameritech sufficient information regarding uncollectibles and Customer adjustments necessary for Ameritech to pass through adjustments to the information provider; and
- (b) Ameritech shall provide to Requesting Carrier rated message information for billing the Information Services Traffic to Requesting Carrier's Customers. Such rated message information shall be provided to Requesting Carrier via magnetic tape within fourteen (14) days of the date such rated message information is recorded by Ameritech. If Requesting Carrier establishes the capability to receive such rated message information via electronic data transfer in EMR format and notifies Ameritech in writing thereof, Ameritech shall provide such rated message information via electronic data transfer within five (5) days of the date such rated

message information is recorded by Ameritech. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

7.1.4 Requesting Carrier shall bill and collect the appropriate charges for such Information Service Traffic and shall remit the amounts collected to Ameritech less the Information Services Billing and Collection fee set forth at Item II of the Pricing Schedule. Requesting Carrier shall use its best efforts to bill and collect such charges. If Ameritech determines that the level of uncollectibles for Information Service Traffic originating from Requesting Carrier's customers is materially greater than the level of uncollectibles for Information Service Traffic originating from Ameritech's Customers, Ameritech and Requesting Carrier shall take corrective measures as determined by the Parties.

7.1.5 If Requesting Carrier, after using its best efforts, does not have the ability to bill and collect for Information Services traffic as of the Interconnection Activation Date, Ameritech and Requesting Carrier shall cooperate to utilize an alternative method for billing Information Service traffic until such time as Requesting Carrier has such ability to bill and collect for such Information Service traffic.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic, as permitted by Applicable Law.

7.1.7 The Parties are negotiating a separate agreement with respect to billing and collection services for ancillary services, which, upon the execution of such agreement, shall supersede the terms and conditions of this Section 7.1 in their entirety.

## **7.2 BLV/BLVI Traffic.**

7.2.1 Busy Line Verification (? BLV?) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt (? BLVI?) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Section 4.0**, consistent with the Implementation Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item II of the Pricing Schedule.

### **7.3 Transit Service.**

7.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this **Section 7.3.**

7.3.2 **? Transit Service?** means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "**Transit Counter-Party**") and (y) originates on the Transit Counter Party's network and terminates to Requesting Carrier and (ii) 800 and 888 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, "**IntraLATA 800 Traffic**"), as more fully described in **Section 7.3.8.**

7.3.3 Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office.

7.3.4 While the Parties agree that it is the responsibility of each Transit Counter-Party to enter into arrangements with Requesting Carrier to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the termination of this Agreement, Ameritech will provide Requesting Carrier with Transit Service.

7.3.5 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part (**TCAP?**) message, Ameritech will deliver such information to the terminating party.

7.3.6 Requesting Carrier shall not bill Ameritech for any Transit Service traffic unless otherwise agreed in writing by Ameritech.

7.3.7 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service (? **Originating Transit Traffic?**):
  - (1) Requesting Carrier shall:
    - (A) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
    - (B) Reimburse Ameritech for any charges, including switched access charges, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.
  - (2) Ameritech shall remit to Requesting Carrier any access charges Ameritech receives from such Transit Counter-Party in connection with the delivery of such Originating Transit Traffic to such Transit Counter-Party.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (i) that is not subject to Primary Toll Carrier (? **PTC?**) arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier (? **Other Party Transit Agreement?**), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates.

7.3.8 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- (a) IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Requesting Carrier performs the 800 query function, the IntraLATA 800

Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.

- (b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision or corrected data only.
- (c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Because IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

## **8.0 INSTALLATION, MAINTENANCE, TESTING AND REPAIR; NONDISCRIMINATORY PROVISION OF SERVICE.**

**8.1 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be governed by applicable tariff.

**8.2 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection shall be determined in accordance with Section 4.8.

## **9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3).**

Ameritech shall, upon request of Requesting Carrier and to the extent technically feasible, provide to Requesting Carrier access to Ameritech's Network Elements for the provision by Requesting Carrier of Telecommunications Services. Any request for access to a Network Element that is not already available at the time of such request or expressly contemplated by this Agreement shall be governed by Section 9.5.1.

### **9.1 Local Loop Transmission Types.**

Subject to Section 9.4, Ameritech shall allow Requesting Carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with Applicable Law and the terms and conditions set forth in Section 9.0:

9.1.1 ? 2-Wire Analog Voice Grade Loop? or ? Analog 2W,? which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

9.1.2 ? 4-Wire Analog Voice Grade Loop? or ? Analog 4W,? which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

9.1.3 ? 2-Wire ISDN Digital Grade Links? or ? BRI-ISDN? which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

9.1.4 ? 2-Wire ADSL-Compatible Loop? or ? ADSL 2W? is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.1.5 ? 2-Wire HDSL-Compatible Loop? or ?HDSL 2W? is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.6 ? 4-Wire HDSL-Compatible Loop? or ?HDSL 4W? is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.7 Requesting Carrier may procure Loops from Ameritech either (i) at the rates set forth in the Pricing Schedule and on the terms and conditions specified herein or (ii) at the rates and on the terms and conditions set forth in applicable tariffs. All unbundled Loops provided hereunder shall comply with applicable Commission requirements.

## **9.2 Ports and Unbundled Local Switching.**

Ameritech shall make available to Requesting Carrier unbundled ports and unbundled local switching in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.

## **9.3 Private Lines and Special Access.**

Ameritech shall make available to Requesting Carrier private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

## **9.4 Limitations on Unbundled Access to Loops and Ports.**

9.4.1 Ameritech shall only be required to make available Network Elements at the rates specified herein where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech provides Requesting Carrier access to unbundled Network Elements that require special construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree upon the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such unbundled Network Element(s) in lieu of the standard intervals set forth in Section 9.9.

9.4.2 In order to obtain access to Ameritech's Unbundled Network Elements, Requesting Carrier shall Collocate in Ameritech's Wire Center where such elements are present in accordance with Section 12.0 and each Loop or port shall be delivered to Requesting Carrier's Collocation by means of a cross-connection at the rates set forth at Item III of the Pricing Schedule.

9.4.3 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. If Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator (? IDLC Loops?), Ameritech shall, where available, move the requested IDLC Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then, at its discretion, either (i) request that Ameritech provide Requesting Carrier with a proposal to install a physical Loop, including the cost and estimated time to complete such installation (i.e. special construction charge) or (ii) submit a Bona Fide Request to Ameritech for the provision of such IDLC Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, if Requesting Carrier accesses a Loop pursuant to (i) or (ii) above, the Parties shall negotiate the intervals for provisioning of such Loop in lieu of those set forth in Section 9.9.

9.4.4 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth at Item III of the Pricing Schedule.

||

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

||

9.4.5 Prior to submitting an order for a Network Element, Requesting Carrier shall deliver to Ameritech a representation of authorization in the form set forth on **Schedule 9.4.5**.

9.4.6 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of any Requesting Carrier ordered Network Element unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary Local Exchange Carrier to a carrier other than Requesting Carrier.

**9.5 Availability of Other Network Elements on an Unbundled Basis.**

9.5.1 Nothing contained herein shall be deemed to prohibit Requesting Carrier from purchasing unbundled Network Elements pursuant to the terms and conditions of Ameritech's applicable tariffs. Any request by Requesting Carrier for access to an Ameritech Network Element (including access to unbundled Loops by a means other than Collocation which utilizes Requesting Carrier provided copper facilities that connect Requesting Carrier's office with Ameritech's main distribution frame) that is not already available hereunder or pursuant to applicable tariffs at the time of such request shall be pursuant to a Bona Fide Request.

9.5.2 An unbundled Network Element obtained by Requesting Carrier from Ameritech under this **Section 9.0** may be used in combination with another unbundled Network Element provided by Ameritech and/or the facilities of Requesting Carrier only to provide a Telecommunications Service unless otherwise mutually agreed upon by the Parties; provided that Requesting Carrier, and not Ameritech, shall be responsible for performing, and shall perform, all functions necessary to combine any unbundled Network Element obtained from Ameritech with any other unbundled Network Elements

obtained from Ameritech; provided further that Requesting Carrier shall perform any such combination in a manner that does not impair the ability of any other party to obtain access to Ameritech's unbundled Network Elements.

9.5.3 Notwithstanding anything to the contrary in this **Section 9.0**, Ameritech shall not be required to provide Network Elements to Requesting Carrier if:

- (1) The Commission concludes that:
  - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Requesting Carrier on an unbundled basis; and
  - (B) Requesting Carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Requesting Carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.5.4 Any request for access to a Network Element that is not otherwise provided by the terms of this Agreement or effective tariff at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs to process, develop, install, and provide access to such Network Element in accordance with Section 252(d)(1) of the Act.

## **9.6 Provisioning of Unbundled Loops .**

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.6.1 Except as otherwise provided in this **Section 9.6.1** or as otherwise mutually agreed upon by the Parties Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "Service Order") using the electronic interface described in **Section 10.13.2**. The Access Service Request (ASR) interface shall be used for the transfer of information concerning the Network Elements that Requesting Carrier intends to order in a specific location ("Footprint" or "Trunk Side Information"). Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the firm order confirmation ("FOC") that contains the committed due date by which the Loop(s) covered by such Service Order will be installed.

9.6.2 Ameritech agrees to coordinate with Requesting Carrier at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

9.6.3 Either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time") provided that such designation occur at least one (1) hour prior to the Scheduled Conversion Time. If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.6.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less; provided that Ameritech shall attempt to maintain an interval of ten (10) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a contributing Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.6.5 If Requesting Carrier requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge Requesting Carrier for any additional and reasonable labor charges to perform such services. The Parties shall mutually agree upon the nature and manner of such labor charges.

9.6.6 Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including but not limited to the monthly recurring rates for these specific Network Elements, service coordination fee, and cross connect charges) as specified in the Pricing Schedule.

## **9.7 Maintenance of Unbundled Network Elements.**

9.7.1 Maintenance of unbundled Loops shall be in accordance with the provisions set forth in **Schedule 10.13**.

9.7.2 If (i) Requesting Carrier reports to Ameritech a Customer trouble, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech the trip charge rates set forth in applicable tariffs.

## **9.8 Nondiscriminatory Access to and Provision of Network Elements.**

9.8.1 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be the same that Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is technically infeasible to provide access to Network Elements, or a Network Element at the same level of quality that Ameritech provide such access or Network Element to itself.

9.8.2 Ameritech shall provide Requesting Carrier access to Network Elements, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person.

## **9.9 Standards of Performance.**

9.9.1 Ameritech shall provide to Requesting Carrier access to unbundled Network Elements (i) in accordance with **Section 9.8** as determined by this **Section 9.9** and (ii) as required by the Commission (collectively, the ? **Ameritech Network Element Performance Benchmarks?** ).

9.9.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on **Schedule 9.9** which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a ? **Network Element Performance Activity?** ). Ameritech shall maintain records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the ? **Ameritech NE Records?** ) and parallel records of the access to unbundled Network Elements Ameritech provides to (i) Requesting Carrier (the ? **Requesting Carrier NE Records?** ) and (ii) other LECs in the aggregate (the ? **Other LEC NE Records?** ) segregated on the basis as to whether such unbundled Network Elements were ordered via available electronic interfaces or via manual ordering. The criteria will be revised utilizing a method to be agreed upon by the Parties if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

9.9.3 Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network

Element Performance Benchmark is statistically significant, then Ameritech shall have committed a **? Specified Performance Breach?** . Notwithstanding anything to the contrary in this **Section 9.9.3**, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

9.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

9.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, Requesting Carrier may forego the escalation procedures set forth in **Section 27.19** and pursue any available remedy or relief under Applicable Law.

9.9.6 Requesting Carrier shall be entitled to any credit allowances pursuant to the same terms and conditions as Ameritech provides Credit Allowances to its Customers, including those set forth on **Schedule 10.9.6**.

9.9.7 The Parties' agreement to the procedures set forth in this **Section 9.9** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **10.0 RESALE ? SECTIONS 251(c)(4) AND 251(b)(1).**

**10.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the Service Start Date, at the request of Requesting Carrier, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the **? Resale Services?**) as more specifically listed on **Schedule 10.1**:

- (i) Local Service - Residence, as described in the applicable tariff;

- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service, as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Direct Service, as described in the applicable tariff;
- (vi) ISDN Prime Services, as described in the applicable tariff;
- (vii) Ameritech Centrex Service, as described in the applicable tariff;
- (viii) Dedicated Communications Services, as described in the applicable tariff;
- (ix) Inbound Services, as described in the applicable tariff; and
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff.

The Resale Services shall be made available to Requesting Carrier at the rates set forth in **Schedule 10.1**.

**10.2 Other Services.** Ameritech may, at its sole discretion, and as agreed to by Requesting Carrier, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

### **10.3 Limitations on Availability of Resale Services.**

The following limitations shall apply to Resale Services:

10.3.1 Any Telecommunications Services which Ameritech offers to existing retail subscribers, but not to new subscribers (? **Grandfathered Services**?) are listed in P.S.C. of W. No. 20, Part 20 as revised or supplemented from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Requesting Carrier for resale to any Customer of Ameritech that subscribes to a Grandfathered Service from Ameritech at the time of its selection of Requesting Carrier as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by Ameritech, Ameritech agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to Requesting Carrier for resale to Requesting Carrier's Customers that subscribe to such Grandfathered Service at the time it is so classified by Ameritech. Grandfathered Services shall be made available to Requesting Carrier at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each Requesting Carrier Resale Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate

as a credit to Requesting Carrier and will bill such service to Requesting Carrier from its retail billing systems.

10.3.2 Any Telecommunication Services which Ameritech currently intends to discontinue offering to any retail subscriber (? **Sunsetted Services?**) are listed in P.S.C. of W. as revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to Requesting Carrier for resale to Requesting Carrier's Customers who are subscribers to the Sunsetted Service either from Ameritech or Requesting Carrier at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

10.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.

**10.4 Additional Charges for Resale Services.** In addition to the rates set forth on **Schedule 10.1**, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4. If special construction is required, the Parties shall mutually agree upon the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9.2**.

#### **10.5 Restrictions on Resale Services.**

10.5.1 To the extent ordered by the Commission, including the Commission's order in Docket No. 05-TI-138, Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

10.5.2 Ameritech shall not be required to provide to Requesting Carrier Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and

- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

10.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

10.5.4 Unless permitted by the Commission or FCC after the Effective Date, Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

10.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

10.5.6 Ameritech may impose additional restrictions on Requesting Carrier's sale of Resale Services only as permitted by the Act, Commission and the FCC.

**10.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings and as agreed upon by the Parties, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. If a tariff filing provides less than forty-five (45) days' notice, Ameritech shall provide not less than forty-five (45) days' advance notice of such introduction. Notwithstanding the foregoing, notification of promotions shall be as agreed upon by the Parties. In addition, Ameritech shall furnish Requesting Carrier with reasonable quantities of publicly available collateral information regarding the Resale Services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this **Section 10.6** (other than a publicly-filed tariff) shall be deemed "Proprietary Information" and subject to the terms and conditions of **Section 27.5**.

**10.7 Operations Support Systems Functions.** Ameritech shall provide Requesting Carrier, upon Requesting Carrier's request and pursuant to procedures agreed upon by the Parties, nondiscriminatory access to Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

### **10.8 Nondiscriminatory Provision of Resale Services.**

10.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers; provided, however that if Requesting Carrier submits Non-Electronic Orders (as defined in **Section 10.13.2(a)**) for Resale Services, Ameritech shall provision such orders within the same timeliness that Ameritech provisions Non-Electronic Orders for itself, its subsidiaries, Affiliates or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's Retail Customers.

10.8.2 Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

## **10.9 Standards of Performance.**

10.9.1 Ameritech shall provide Resale Services to Requesting Carrier (i) in accordance with **Section 10.8** as determined by this **Section 10.9** and (ii) as required by the Commission (collectively, the **Resale Performance Benchmarks**).

10.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in **Schedule 10.9.2** (each, a **Resale Performance Activity**) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the **Ameritech Resale Records**) and parallel records of the Resale Services provided to (i) Requesting Carrier (the **Requesting Carrier Records**) and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the **Other Reseller Records**), each segregated on the basis as to whether such Resale Services were ordered via available electronic interfaces or via Non Electronic Orders. Ameritech believes, after good faith inquiry, that **Schedule 10.9.2** is a complete and accurate description of all criteria used as of the Effective Date by Ameritech to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures criterion in assessing its performance in providing such Resale Service to Ameritech's retail Customers or begins measuring additional criteria.

10.9.3 Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a **Specified Performance Breach**. Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI).

10.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale

Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

10.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, Requesting Carrier may forego the procedures set forth in **Schedule 27.19** and pursue any available remedy or relief pursuant to Applicable Law.

10.9.6 Requesting Carrier shall be entitled to Credit Allowances under the same terms and conditions that Ameritech provides Credit Allowances to its Customers, including those set forth on **Schedule 10.9.6**.

10.9.7 The Parties' agreement to the procedures set forth in this **Section 10.9** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **10.10 Branding.**

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand or unbrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless (i) such requested rebranding or unbranding is not technically feasible or (ii) the Commission approves any other reasonable or non-discriminatory restriction, in which case, such restriction shall apply.

10.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

- (i) Local Directory Assistance calls dialed by Requesting Carrier's Customers directly to Requesting Carrier Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by Requesting Carrier Customers directly to the Requesting Carrier Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the Requesting Carrier Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to procedures agreed upon by the Parties. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit Requesting Carrier Customers to dial the same telephone numbers for Ameritech Directory

Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement, or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

10.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

10.10.6 Any ? **no access?** cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

10.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

10.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this **Section 10.10**.

## **10.11 Primary Local Exchange and Interexchange Carrier Selections.**

10.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. ? 64.1100 to the process for Customer selection of a Primary Local Exchange Carrier (? **PLEC?**). Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a

representation of authorization in the form set forth on **Schedule 9.4.5** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 9.4.5**), including letters of agency, relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer of either Party or a customer of any other carrier denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (? **Unauthorized Switching?** ), Ameritech shall switch that customer back to the authorized primary local exchange carrier in accordance with the terms of Part 22, Section 1 of the P.S.C. of Wisconsin (the "**Resale Tariff**"). However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties of the ? Carrier? as enumerated in such Resale Tariff, but will pay to Requesting Carrier the Unauthorized Switching charge described in such Resale Tariff.
- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 27.19** will be implemented.

10.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier (? **Carrier of Record?** ) for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3**.

10.11.4 PIC Changes.

(a) From the Service Start Date until thirty (30) Business Days after Requesting Carrier makes the election described in **subsection (b)**, when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

(b) At some future date, Ameritech will provide primary local exchange carriers the option to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of a primary local exchange carrier's customer. Ameritech will provide Requesting Carrier prior written notice of the availability of this option. Within ten (10) Business Days after Ameritech provides notice of the availability of this option to Requesting Carrier (the "**Election Period**"), Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier's written notice of election. If Requesting Carrier fails to make the election described in this **subsection (b)** within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under **subsection (a)**, and not under this **subsection (b)**.

## **10.12 Functionality Required To Support Resale Service.**

10.12.1 Directory Listing Requirements. Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with **Schedule 10.12.**

10.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) (? TLN?) from the Line Identification Database (? LIDB?).

10.12.3 Telephone Assistance Programs. Upon conversion to Requesting Carrier's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of Requesting Carrier. Notwithstanding the foregoing, Requesting Carrier, and not Ameritech, shall be responsible for maintaining, recertifying and enforcing any necessary qualification for a Telecommunications Assistance Program Customer to which Requesting Carrier provides local exchange Telecommunications Services.

10.12.4 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

10.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) (? **Special Services?**), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by an Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

10.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.6**.

### **10.13 Service Functions.**

10.13.1 Point of Contact for Resale Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any Requesting Carrier service or product directly to Requesting Carrier in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding Requesting Carrier services do not in any way disparage or discriminate against Requesting Carrier or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.

10.13.2 Operations Support Systems Functions ? Provisioning.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS),

Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in **Schedule 10.13.2** and Ameritech's Service Order Interface Document, version 2.00. The electronic interface to be provided by Ameritech will provide system to system communications on a real-time basis (response in seconds), with built-in error recovery and built in operations, administration and maintenance functionality, at a ninety-five percent (95%) network reliability level. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface. Requesting Carrier shall establish the electronic interface described in this **Section 10.13.2(a)** within ninety (90) days after the Effective Date. If Requesting Carrier (i) fails to establish such electronic interface by the ninetieth day or (ii) wishes to order Resale Services or, if applicable, unbundled Network Elements, as the case may be, from Ameritech through a means other than through such electronic interface (a "Non-Electronic Order"), the Parties agree to incorporate into this Agreement the terms and conditions set forth in the Resale Tariff that apply to the provisioning of Non-Electronic Orders or, if no such terms and conditions are then set forth in the Resale Tariff, or if the Resale Tariff is not then in effect, the following terms and conditions shall apply to Requesting Carrier's submission of Non-Electronic Orders: Requesting Carrier may submit to Ameritech Monday through Friday (excluding holidays on which the service center is closed) up to fifty (50) Non-Electronic Orders per day. If Requesting Carrier submits more than fifty (50) Non-Electronic Orders to Ameritech in a single day, such additional order shall be processed as mutually agreed by the Parties consistent with **Section 10.8.1**. Each Non-Electronic Order submitted by Requesting Carrier to Ameritech shall be subject to an additional nonrecurring charge of \$9.02 per Non-Electronic Order. Ameritech shall provision Non-Electronic Orders as specified in **Section 10.8.1**.

- (b) **Non Electronic Order Forecasts**. In addition to, and not in lieu of **Section 18.3**, not less than forty-five (45) days prior to the first Non-Electronic Order submitted by Requesting Carrier hereunder, and every calendar month thereafter, Requesting Carrier shall provide to Ameritech a three (3) month rolling forecast of the number of daily Non-Electronic Orders that Requesting Carrier may submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) for a given calendar month (the "**Non-Electronic Forecast**"). The Non-Electronic Forecast shall be developed using standard commercial and industry practices and procedures, including daily demand data updated to reflect actual demand. The Non-Electronic Forecast shall be submitted to Ameritech in a standard format provided by Ameritech.
- (c) **Service Ordering and Provisioning**. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures

described in **Section 10.7**. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. ? 64.1100 and **Section 10.11.1**.

- (d) Provisioning Support. Ameritech shall provide provisioning support to Requesting Carrier on the same basis Ameritech provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) Engineering Support. When requested by Requesting Carrier, Ameritech shall provide timely engineering support.
- (g) Requests for Service Changes. Where Ameritech provides installation, Ameritech's representatives shall inform an Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.
- (h) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of an Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than Requesting Carrier.

#### 10.13.3 Operations Support Systems Functions ? Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), T1-Telecommunications (T1) - Operations, Administration, Maintenance and Provisioning (OAM&P), standard T1.227-95 and T1.228-95 and the Ameritech Electronic Bonding Interface (EBI) document. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.

- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.
- (c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its customers that Ameritech utilizes with its customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

#### **10.14 Responsibilities of Requesting Carrier.**

10.14.1 Requesting Carrier shall be responsible for providing to its Customers and to Ameritech a telephone number or numbers that Requesting Carrier's Customers can use to contact Requesting Carrier in the event of service or repair requests. If Requesting Carrier's Customers contact Ameritech with regard to such requests, Ameritech shall inform such Customers that they should call Requesting Carrier and will provide Requesting Carrier's contact numbers to such Customers.

10.14.2 Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to keep its Emergency Telephone Number Service database updated, if Ameritech maintains such a database.

10.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

10.14.4 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

#### **10.15 Responsibilities of Ameritech.**

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.

- (iii) Enhanced 9-1-1 ( ? **E9-1-1?** ) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both Requesting Carrier and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

## **10.16 Exchange of Billing Information.**

10.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ( ? **DUF?** ) for Resale Services provided hereunder ( ? **Customer Usage Data?** ). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for those Resale Services that are provided to Ameritech's customers on a usage sensitive basis and shall include sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier detailed specifications which will enable Requesting Carrier to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be agreed upon by the Parties and set forth in the Implementation Plan. Ameritech shall use its best efforts to provide such call records that appear in the DUF within ninety-six (96) hours of the Customer Usage. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

10.16.2 (a) IXC Call Detail Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to Requesting Carrier. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account.

(b) Ancillary Services. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If Requesting Carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. Upon Requesting Carrier's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify Requesting Carrier, and Requesting Carrier, at its option and expense, may pursue any rights which Ameritech may have under such agreements to contest such charge. If Requesting Carrier elects not to contest such charges or such Information Service provider does not accept the recourse, Requesting Carrier will promptly pay Ameritech for such charges and the dispute shall be solely between Requesting Carrier and the Information Service provider. Upon execution of the agreement referred to in Section 7.1.7, the terms and conditions therein shall supersede the terms and conditions of this Section 10.16.2(b) (other than those set forth in the second sentence) in their entirety.

10.16.3 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

10.16.4 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of **Section 25.0**. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

### **10.17 Use of Service.**

10.17.1 Requesting Carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Requesting Carrier or, as appropriate to Requesting Carrier's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier, or as ordered by a court.

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.17.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or Ameritech's Customers.

10.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

**10.18** Requesting Carrier agrees to resell its Telecommunications Services to Ameritech at retail. Requesting Carrier further agrees that it will not impose any unreasonable or discriminatory conditions or limitations on any of its resold services.

## **11.0 NOTICE OF CHANGES ? SECTION 251(c)(5).**

**11.1** Ameritech shall provide Requesting Carrier with notice of network changes as required by 47 C.F.R. ?? 51.325 through 51.335.

**11.2** If Requesting Carrier makes a change in its network which it believes will affect the inter-operability of its network with Ameritech, Requesting Carrier shall provide at least ninety (90) days advance written notice of such change to Ameritech or within such other time period as determined by the FCC or the Commission and their respective rules and regulations.

## **12.0 COLLOCATION ? SECTION 251(c)(6).**

**12.1** Ameritech shall provide to Requesting Carrier Physical Collocation of equipment necessary for Interconnection (pursuant to **Section 4.0**) or for access to unbundled Network Elements (pursuant to **Section 9.0**), except that Ameritech may provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Unless otherwise provided herein, such Collocation shall be provided in accordance with the rates, terms and conditions set forth in Ameritech's applicable tariffs. Ameritech shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements as required by the Act and the Commission or the FCC.

**12.2** Requesting Carrier may collocate any type of equipment used for Interconnection or access to unbundled Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;

- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment;
- (g) Signal regeneration equipment (? hubbing equipment?); and
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. ?? 64.1401 and 64.1402.

Requesting Carrier may collocate other equipment only as required by the Act or the Commission including as permitted under WPSC Docket No. 6720-TI-120.

**12.3** For both Physical Collocation and Virtual Collocation, Requesting Carrier shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Collocation space at Ameritech's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

**12.4** Upon written request to Ameritech, Requesting Carrier shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) Requesting Carrier's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) Requesting Carrier provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of Requesting Carrier and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If a Party Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.4**, such Party shall, in addition to its indemnity obligations set forth in **Section 23.0**, indemnify the other Party for any Loss arising from such Party's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier. Any request by Requesting Carrier to connect its Virtual Collocated equipment to the collocated equipment of another collocating Telecommunications Carrier shall be treated as a Bona Fide Request.

**12.5** Requesting Carrier may subcontract the construction of its Physical Collocation space with contractors approved by Ameritech, which approval shall not be unreasonably withheld.

## **SECTION 251(b) PROVISIONS**

### **13.0 NUMBER PORTABILITY ? SECTION 251(b)(2).**

#### **13.1 Provisions of Local Number Portability**

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability, in accordance with the requirements of the Act. Throughout this Section 13.0, ? Party A? means the carrier from which a telephone number is ported and ? Party B? means the Carrier to which a telephone number is ported.

#### **13.2 Interim Number Portability (? INP?).**

The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding (? RCF?), Direct Inward Dialing (? DID?), or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center. To the extent technically feasible, Local Number Portability will be provided by each party with minimum impairment of functionality, quality, reliability and convenience to the subscribers of the other Party's services.

#### **13.3 Remote Call Forwarding (? RCF?).**

13.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a single-path basis to a new telephone number(s) designated by Party B. Party B may request such forwarding on a multiple-path at the rates set forth at Item IV of the Pricing Schedule. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record (? EMR?) containing detailed

records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System (? AEBS? ).

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

13.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, Requesting Carrier shall provide in the 9-1-1 information Requesting Carrier provides to Ameritech under this Agreement both the ported number and Requesting Carrier's RCF number if Requesting Carrier has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by Requesting Carrier, in the PSAP database to the extent that the database is capable of storing both numbers.

**13.4 Direct Inward Dialing.** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

**13.5 NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or

subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

### **13.6 Other Interim Number Portability Provisions.**

13.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.4 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

**13.7 Compensation on Traffic to INP'ed Numbers.** The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the ? **Performing Party?**) which performs the INP to the other Party (the ? **Receiving Party?**) for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

13.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation (? **Recip Traffic?**), (ii) intrastate FGD charges (? **Intra Traffic?**), or (iii) interstate FGD charges (? **Inter Traffic?**). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on

each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

13.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

**13.8 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

**13.9 Permanent Number Portability.** The Parties shall migrate from RCF or DID to Permanent Number Portability in accordance with FCC requirements. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission. Until such time as the Commission establishes such methodology, each party shall track and quantify its costs to provide INP to the other Party.

#### **13.10 Other INP Methods.**

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

#### **14.0 DIALING PARITY ? SECTION 251(b)(3).**

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2).

#### **15.0 ACCESS TO RIGHTS-OF-WAY ? SECTION 251(b)(4).**

Each Party shall provide the other Party nondiscriminatory access to the poles, ducts, rights-of-way and conduits it owns or controls in accordance with Section 224 of the Act. Such access may be granted

pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

## **16.0 REFERRAL ANNOUNCEMENT.**

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ( "Referral Announcement" ) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided for a period of four (4) months after the date the Customer changes its telephone number in the case of business Customers and sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

## **17.0 IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN.**

**17.1 Implementation Team.** The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons, or such other number as the Parties agree upon, to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. The processes described in this **Section 17.0** and any agreement reached by the Parties in the Implementation Plan shall not (i) relieve either Party of its obligations to perform any duties under this Agreement or the Act or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

### **17.2 Not used.**

**17.3 Implementation Plan.** Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the "Implementation Plan"), which shall include (i) processes, procedures, and milestone agreements reached by the Implementation Team, (ii) documentation of the

various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Section 4.0** and the trunk groups specified in **Sections 5.0 & 6.0** and standards to ensure that the trunk groups for such Interconnections experience a grade of service, availability and quality in accordance with all appropriate relevant industry accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 4.6**
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for provisioning and maintenance;
- (4) Single points of contact for provisioning and maintenance;
- (5) Service ordering and provisioning procedures, including provision of the trunks and facilities;
- (6) Provisioning and maintenance support;
- (7) Conditioning of Collocation spaces and maintenance of Virtually Collocated equipment;
- (8) Procedures and processes for Directories and Directory Listings;
- (9) Service referral procedures, including procedures for handling misdirected inquiries and calls and procedures for handling out-of-service or irate Customers;
- (10) Training;
- (11) Billing, including measurements, rating and validation process;
- (12) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process;
- (13) Joint systems readiness and operational readiness plans;
- (14) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech; and
- (15) Disaster Recovery Plan.

**17.4 Action of Implementation Team.** The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

**17.5 Further Coordination and Performance.** Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Initial Term and any subsequent renewal terms, the Implementation Team shall discuss the performance of the Parties under this Agreement.

At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representatives on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

**17.6 Operational Review.** Except as otherwise agreed by the Parties, Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and the agreed-upon numbers of Requesting Carrier Customers for residential and business Resale Services are successfully completed per day;
- (b) When applicable, interfaces and processes are operational and the agreed-upon numbers of orders for unbundled Loops are successfully completed per day;
- (c) Review of all agreed-upon performance standards; and
- (d) The accuracy rate for bills for wholesale bill validation process.

## **GENERAL PROVISIONS.**

### **18.0 GENERAL RESPONSIBILITIES OF THE PARTIES.**

**18.1** Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule.

**18.2** The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

**18.3** Thirty (30) days after the Effective Date (or such other date that the Parties agree) and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Interconnection, unbundled Network Elements and Resale Services (notwithstanding that Requesting Carrier may also be submitting binding forecasts pursuant to **Section 10.13.2(b)**) to be provided under this Agreement, in the form and in such detail as agreed by the Parties. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by a material amount, such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding **Section 27.5**, the Parties agree that each forecast provided under this **Section 18.3** shall be deemed **Proprietary Information?** under **Section 27.5**.

**18.4** In addition to and not in lieu of the non-binding forecasts required by **Section 27.5**, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 1.0** of **Schedule 27.5**, the Parties agree that each forecast provided under this **Section 18.4** shall be deemed "Proprietary Information?" under **Section 27.5**.

**18.5** Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 18.2, 18.3** and, if applicable, **18.4**. The Parties are each solely responsible for participation in and compliance

with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

## **18.6** Miscellaneous

**18.6.1** Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

**18.6.2** Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

**18.6.3** The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

**18.6.4** Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a ? Network Harm?). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

**18.7** Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

**18.8** The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**18.9** Each Party is responsible for administering NXX codes assigned to it.

**18.10** Each Party is responsible for obtaining Local Exchange Routing Guide (? LERG?) listings of CLLI codes assigned to its switches.

**18.11** Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**18.12** Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**18.13** At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**18.14** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in **Section 24.3**). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this **Section 18.14**.

**18.15** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

**18.16** Each Party is responsible for requesting Interconnection to the other Party's Common Channel Interoffice Signaling (? CCIS?) network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

**18.17** No Party shall construct facilities which require the other Party to build unnecessary facilities.

## **19.0 TERM AND TERMINATION.**

**19.1 Term.** The initial term of this Agreement shall commence on the Effective Date and expire on December \_\_, 2000. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a ? Renewal Term?) unless a Party delivers to the other Party written notice of termination of this Agreement at least one-hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

**19.2 Renegotiation of Certain Terms.** Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

**19.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement (? Defaulting Party?), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 27.19**.

**19.4 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## **20.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **21.0 CANCELLATION CHARGES.**

Except as provided in **Sections 9.6.3** and **18.4**, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

## 22.0 SEVERABILITY.

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

## 23.0 INDEMNIFICATION.

**23.1 General Provision.** To the extent not prohibited by law, and except as provided in **Section 23.2**, each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against

(a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;

(b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or

(2) Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification;

(c) any and all penalties imposed as a result of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, and amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

(d) any Loss arising from Indemnifying Party's failure to comply with Applicable Law other than the Act, Commission orders or rules.

**23.2 Customer Losses.** In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under **Section 23.1** and the other Party shall be the Indemnified Party.

**23.3 Indemnification Procedures.** Whenever a claim shall arise for indemnification under this **Section 23.0**, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim, Indemnifying Party shall defend such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Section 27.5**.

## **24.0 LIMITATION OF LIABILITY.**

**24.1 Limited Responsibility.** Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

**24.2 Limitation of Damages.** Except for indemnity obligations under Section 23.0, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

**24.3 Consequential Damages.** In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 23.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

## **25.0 BILLING.**

### **25.1 Billing.**

25.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Section 25.0.

25.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

**25.2 Recording.** To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

**25.3 Payment Of Charges.** Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the "**Bill Due Date**"). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer ("**EFT**") to the other Party's bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

**25.4 Late Payment Charges.** If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date, then a late payment charge shall be assessed. The portion of the payment not received by the Bill Due Date shall accrue interest as provided in **Section 25.6**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

## **25.5 Adjustments.**

**25.5.1** A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

**25.5.2** A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (**Underbilled Charges?**); provided, however, the Billing Party shall not bill for Underbilled Charges which were incurred more than two (2) years prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

**25.6 Interest on Unpaid Amounts.** Except as otherwise provided in **Sections 6.5**, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

## **26.0 REGULATORY APPROVAL.**

**26.1 Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

**26.2 Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this

Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration under Section 252 of the Act.

**26.3 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an **Amendment to the Act?**), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority. If such new provision(s) are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration under Section 252 of the Act.

**26.4 Interim Rates.** If the rates, charges and prices set forth in this Agreement are **interim rates?** established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252(d) of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

## **27.0 MISCELLANEOUS.**

### **27.1 Authorization.**

**27.1.1** Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc. has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Wisconsin.

**27.1.2** Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**27.2 Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

**27.3 Independent Contractor.** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

**27.4 Force Majeure.** No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section 27.4. (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

**27.5 Confidentiality.** The Parties shall comply with the provisions set forth on Schedule 27.5.

**27.6 Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims

shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

**27.7 Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

**27.8 Non-Assignment.** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**27.9 Non-Waiver.** Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**27.10 Disputed Amounts.**

**27.10.1** If any portion of an amount due to a Party (the ? Billing Party?) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the ? Non-Paying Party?) shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes (? Disputed Amounts?) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

**27.10.2** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such

dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

**27.10.3** If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 27.10.2**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

**27.10.4** The Parties agree that all negotiations pursuant to this **Section 27.10** shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**27.10.5** Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

## **27.11 Audit Rights.**

**27.11.1** Subject to the restrictions set forth in **Section 27.5** and except as may be otherwise specifically provided in this Agreement, a Party (**Auditing Party?**) may, at its own expense, audit the other Party's (**Audited Party?**) books, records, data and other documents, as provided herein, once each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an auditor as agreed upon by the Parties provided that a Party shall not unreasonably withhold its agreement to an auditor. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

**27.11.2** Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable

access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

**27.11.3** If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

**27.11.4** Any Disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.11.1**. Any additional audit shall be at the requesting Party's expense.

**27.12 Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Requesting Carrier:

West Wisconsin Communications Systems, Inc.  
E4528 County Road C  
P.O. Box 115  
Downsville, Wisconsin 54735  
Attn: Randy Siler  
Facsimile: (715) 664-9982

Ameritech:  
Ameritech Information Industry Services

350 North Orleans, Floor 3  
Chicago, Illinois 60654  
Attn.: Vice President - Network Providers  
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services  
350 North Orleans, Floor 5  
Chicago, Illinois 60654  
Attn.: Vice President and General Counsel  
Facsimile: (312) 245-0524

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

**27.13 Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

**27.14 Intentionally Omitted**

**27.15 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**27.16 No Third Party Beneficiaries; Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

**27.17 No License.** No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**27.18 Technology Upgrades.** Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Ameritech shall provide Requesting Carrier written notice at least ninety (90) days prior to the incorporation of any such upgrades in Ameritech's network which will materially impact Requesting Carrier's service or within such other time period as determined by the FCC or the Commission and their respective rules and regulations. Requesting Carrier shall be solely responsible for the cost and effort of accommodating such changes in its own network.

**27.19 Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.19**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary by telephone or at a mutually agreed upon location in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law.

**27.20 Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 18.4, 18.14, 19.4, 20.0, 21.0, 23.0, 24.0, 27.5, 27.7, 27.10, 27.13, 27.17 and 27.19.

**27.21 Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

**27.22 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act, relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder,

such amendment shall be effective as determined by the Commission and to the extent that the rates or charges ordered pursuant to such Amendment to the Act are ordered to be applied retroactively, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

**27.23 Other Services.** Ameritech agree to provide other services, including provision by Ameritech to Requesting Carrier of Operator Toll and Assist and Directory Assistance Services, to Requesting Carrier as required under the Act pursuant to the rates, terms and conditions set forth in applicable tariffs.

**27.24 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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

WEST WISCONSIN COMMUNICATIONS  
SYSTEMS, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC., ON BEHALF OF  
AMERITECH WISCONSIN

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE 1.0

### DEFINITIONS

? **9-1-1?** means the services described in Section 4.9.

? **9-1-1 Control Office Software Enhancement Connection Charge?** is as defined in Section 4.9.2(g) of this Agreement.

? **Access Toll Connecting Trunks?** is as defined in Section 6.1.

? **Act?** means the Communications Act of 1934 (47 U.S.C. ? 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

? **ADSL?** or ? **Asymmetrical Digital Subscriber Line?** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

? **Advanced Intelligent Network?** or ? **AIN?** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

? **Affiliate?** is As Defined in the Act.

? **AMA?** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

? **Applicable Law?** means applicable federal, state and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees.

? **Approval Date?** is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

? **As Defined in the Act?** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

? **As Described in the Act?** means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

? **Automatic Location Identification?** or ? **ALI?** means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

? **Automatic Number Identification?** or ? **ANI?** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, ? ANI? means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

? **Automatic Route Selection?** or ? **ARS?** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

? **Bellcore?** means Bell Communications Research, Inc.

? **Binding Forecast?** is as defined in Section 18.4

? **Blocking of Caller ID?** means service in which a customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Caller ID.

? **BLV/BLVI Traffic?** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

? **Business Day?** means a day on which banking institutions are required to be open for business in Chicago, Illinois.

? **Bona Fide Request?** means the process described on Exhibit A.

? **CABS?** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

? **Calling Party Number?** or ? **CPN?** is a Common Channel Interoffice Signaling (? CCIS?) parameter which refers to the number transmitted through a network identifying the calling party.

? **Carrier of Record?** is as defined in Section 10.11.3.

? **CCS**? means one hundred (100) call seconds.

? **Central Office Switch**? means a switch used to provide Telecommunications Services, including:

(a) ? **End Office Switches**,? which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) ? **Tandem Office Switches**,? or ? **Tandems**,? which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

? **Centrex**? means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

? **CLASS Features**? means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

? **Collocation**? is As Described in the Act.

? **Commercial Mobile Radio Service**? or ? **CMRS**? is As Defined in the Act.

? **Commission**? or ? **PSCW**? means the Public Service Commission of Wisconsin.

? **Common Channel Interoffice Signaling**? or ? **CCIS**? means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

? **Consequential Damages**? is as defined in **Section 24.3**.

? **Contract Month**? means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

? **Contract Year**? means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

? **Control Office**? means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

? **Cross Connection?** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party's equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

? **Customer?** means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

? **Customer Listing(s)?** means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

? **Customer Name and Address Information?** or ? **CNA?** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

? **Customer Proprietary Network Information?** is As Defined in the Act.

? **Customer Usage Data?** is as defined in Section 10.16.1.

? **Data Management System?** or ? **DMS?** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (? **SR?** ) and ALI features.

? **Delaying Event?** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

? **Derivative Information?** is as defined in Section 27.5.

? **Dialing Parity?** is As Defined in the Act.

? **Digital Signal Level?** means one of several transmission rates in the time-division multiplex hierarchy.

? **Digital Signal Level 0?** or ? **DS0?** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

? **Digital Signal Level 1?** or ? **DS1?** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

? **Digital Signal Level 3?** or ? **DS3?** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

? **Disclosing Party?** is as defined in Section 27.5.

? **Dispute?** is as defined in Section 27.19.

? **Disputed Amounts?** is as defined in Section 27.10.

? **Documentation of Authorization?** is as defined in Schedule 9.4.5.

? **Effective Date?** is the date indicated in the Preamble.

? **Emergency Services?** mean police, fire, ambulance, rescue and medical services.

? **E9-1-1?** or ? **Enhanced 9-1-1 (E9-1-1) Service?** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

? **equal in quality?** is as defined in Section 4.6.

? **Exchange Access?** is As Defined in the Act.

? **Exchange Area?** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

? **Exchange Message Record?** or ? **EMR?** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

? **FCC?** means the Federal Communications Commission.

? **Fiber-Meet?** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

? **Force Majeure Event?** is as defined in Section 27.4.

? **Forecast Provider?** is as defined in Section 18.4

? **Grandfathered Services?** is as defined in Section 10.3.1.

? **HDSL?** or ? **High-Bit Rate Digital Subscriber Line?** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (? **2B1Q?**), Carrierless AM/PM, Discrete Multitone (? **DMT?**), or 3 Binary / 1 Octel (? **3B1O?**).

? **Implementation Plan?** is as defined in Section 17.3

? **Implementation Team?** is as defined in Section 17.1.

? **Incumbent Local Exchange Carrier?** or ? **ILEC?** is As Defined in the Act.

? **Information Service?** is As Defined in the Act.

? **Information Service Provider?** means any person that provides an Information Service.

? **Information Service Traffic?** means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's Information Services platform (e.g., 976).

? **Initial Billing Company?** or ? **IBC?** means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, Requesting Carrier is the IBC.

? **Initial Term?** is as defined in Section 19.1.

? **Integrated Digital Loop Carrier?** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

? **Integrated Services Digital Network?** or ? **ISDN?** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

? **Intellectual Property?** means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

? **Interconnection?** is As Defined in the Act.

? **Interconnection Activation Date?** is as defined in **Section 3.0.**

? **Interexchange Carrier?** or ? **IXC?** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

? **Interim Telecommunications Number Portability?** or ? **INP?** is as described in the Act.

? **InterLATA?** is As Defined in the Act.

? **IntraLATA Toll Traffic?** means all intraLATA calls other than Local Traffic calls.

? **Line Information Database(s) (LIDB)?** means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

? **Listing Update(s)?** means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

? **Local Access and Transport Area?** or ? **LATA?** is As Defined in the Act.

? **Local Exchange Carrier?** or ? **LEC?** is As Defined in the Act.

? **Local Loop Transmission?** or ? **Loop?** means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

? **Local Number Portability?** or ? **LNP?** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

? **Local Traffic?** means local service area calls as defined by the Commission.

? **Logical Trunk Groups?** are trunks established consistent with **Articles IV** and **V** that originate at one Party's Wire Center and terminate at the other Party's Tandem or End Office. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

? **Loss?** or ? **Losses?** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

? **Main Distribution Frame?** means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

? **Make-Ready Work?** means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier's Attachments.

? **MECAB?** refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

? **Meet-Point Billing?** means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

? **Multiple Bill/Single Tariff?** means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

? **Network Element?** is As Defined in the Act.

? **North American Numbering Plan?** or ? **NANP?** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

? **Number Portability?** is As Defined in the Act.

? **NXX**? means the three-digit code which appears as the first three digits of a seven-digit telephone number.

? **OBF**? means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

? **Optical Line Terminating Multiplexor**? or ? **OLT**? is as defined in Section 4.3.

? **Party**? means either Ameritech or Requesting Carrier, and ? **Parties**? means Ameritech and Requesting Carrier.

? **Physical Collocation**? is As Defined in the Act.

? **PIC**? is as defined in Section 10.11.4.

? **Premises**? is As Defined in the Act.

? **Primary Listing**? means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

? **Proprietary Information**? is as defined on Schedule 27.5.

? **Public Safety Answering Point**? or ? **PSAP**? means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

? **Rate Center**? means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

? **Receiving Party**? is as defined on Schedule 27.5.

? **Reciprocal Compensation**? is As Described in the Act.

? **Referral Announcement**? is as defined in Section 16.0.

? **Renewal Term?** is as defined in Section 19.1.

? **Resale Services?** is as defined in Section 10.1.

? **Resale Tariff?** means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech's resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of PSCW No. 20.

? **Retail Tariff?** means PSCW No. 20, Part 20.

? **Routing Point?** means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the ? **RP Practice?** ), the Routing Point (referred to as the ? **Rating Point?** in such RP Practice) may be an End Office Switch location, or a ? **LEC Consortium Point of Interconnection?** . Pursuant to such RP Practice, each ? **LEC Consortium Point of Interconnection?** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

? **Selective Routing?** or ? **SR?** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

? **Service Agency?** means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

? **Service Control Point?** or ? **SCP?** is As Defined in the Act.

? **Service Line?** means a telecommunications link from the Central Office terminating at the PSAP.

? **Service Start Date?** means, based on the facts and circumstances, the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

? **Signaling End Point?** or ? **SEP?** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

? **Signal Transfer Point?** or ? **STP?** is As Defined in the Act.

? **Subsequent Billing Company?** or ? **SBC?** means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, Ameritech is initially the SBC.

? **Sunsetted Services?** is as defined in **Section 10.3.2.**

? **Switched Access Detail Usage Data?** means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

? **Switched Access Summary Usage Data?** means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

? **Switched Exchange Access Service?** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

? **Synchronous Optical Network?** or ? **SONET?** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

? **technically feasible point?** is As Described in the Act.

? **Telecommunications?** is As Defined in the Act.

? **Telecommunications Act?** means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

? **Telecommunications Assistance Program?** means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

? **Telecommunications Carrier?** is As Defined in the Act.

? **Telecommunications Service?** is As Defined in the Act.

? **Telephone Exchange Service?** is As Defined in the Act.

? **Telephone Relay Service?** means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller.

? **Telephone Toll Service?** is As Defined in the Act.

? **Unauthorized Switching?** is as defined in **Section 10.11.2(a)**.

? **Virtual Collocation?** is As Defined in the Act.

? **White Pages Directories?** means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

? **Wire Center?** means a building or space within a building which serves as an aggregation point on a network for a defined geographic area, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access service, are located.

**SCHEDULE 3.0**

**IMPLEMENTATION SCHEDULE**

**1. Interconnection||**

<b>LATA</b>	<b>Ameritech Interconnection Wire Center (AIWC)</b>	<b>Requesting Carrier Interconnection Wire Center (RIWC)</b>	<b>Interconnection Activation Date</b>
<b>352</b>	Eau Claire Tandem		<b>The date that is 90 days after the Effective Date<sup>1/</sup></b>

**2. Access to  
Unbundled  
Network Elements**

**TBD. The date shall  
be consistent with  
the intervals  
provided in Section  
12.0 if Collocation is  
requested and  
consistent with the  
interval determined  
pursuant to a Bona**

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<sup>1/</sup> The 90-day interval provided for herein assumes facilities are currently in place between the AIWC and the RIWC that will enable the delivery of traffic (i) from Requesting Carrier to Ameritech and (ii) from Ameritech to Requesting Carrier. In the absence of such facilities, the Interconnection Activation Date shall be determined consistent with Section 4.4.4.

**Fide Request if  
other means are  
utilized.**

||

## SCHEDULE 4.8

### AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS

#### 1.0 Trunk Provisioning Intervals

1.1	Number of End Office <u>Trunks Per Order Per Day</u>	<u>Interval</u>
	1-48	14 days
	49-96	15 days
	97 +	Negotiated
1.2	<u>New Trunk Groups to Tandem(s)</u>	Negotiated

#### 2.0 Trunking Grade of Service

##### Blocking Standards

	<u>Traffic Type</u>	<u>Measurement</u>
	Exchange Access Final Trunk Group Traffic via Tandems	? of 1% (0.005)
	All Other Final Trunk Group Traffic	1% (0.01)

#### 3.0 Trunk Restoral

	<u>Type of Outage</u>	<u>Interval</u>
	Service Affecting	within 1 hour
	Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records

## SCHEDULE 6.0

### MEET-POINT BILLING RATE STRUCTURE

A. Interstate access - Terminating to or originating from Requesting Carrier Customers served from an Requesting Carrier local exchange End Office.

<b>Rate Element</b>	<b>Billing Company</b>
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	Ameritech
Entrance Facility	Ameritech

B. Intrastate access - Terminating to or originating from Requesting Carrier Customers served from an Requesting Carrier local exchange End Office.

<b>Rate Element</b>	<b>Billing Company</b>
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Residual Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	Ameritech

Entrance Facility

Ameritech

## SCHEDULE 9.4.5

### FORM OF REPRESENTATION OF AUTHORIZATION <sup>1/</sup>

This Representation of Authorization is delivered by Party A, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_  
\_\_\_\_\_ (? **Party A?**) to  
Party B, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_  
\_\_\_\_\_ (? **Party B?**) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December \_\_, 1997 by and between the Parties (the ? **Interconnection Agreement?**). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer's Customer Proprietary Network Information (? **CPNI?**) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter (? **Letter?**) that explicitly authorizes Party A to have access to the prospective Customer's CPNI. The Letter must be signed by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.
2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change (? **Documentation of Authorization?**), in each case that explicitly authorizes Party A to change such Customer's PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Party A need not submit the

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<sup>2/</sup> For purposes of this **Schedule 9.4.5**, ? **Party A?** means the carrier requesting access to a prospective Customer's CPNI and ? **Party B?** means the Party that provides the CPNI. As provided in **Section 10.11.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 9.4.5**.

Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.
4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.
5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.
6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.
7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B's reliance upon Party A's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.
8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this        day of December, 1997

PARTY A

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## SCHEDULE 9.9

### NETWORK ELEMENT PERFORMANCE BENCHMARKS

#### A. Non-DS1 Loops-Standard Intervals

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

\*Number of Loops Per Order Per Day

**SCHEDULE 10.1**  
**RESALE SERVICES**

The Resale Services provided hereunder and the rates for such Resale Services are set forth in the Resale Tariff.

## **SCHEDULE 10.9.2**

### **RESALE PERFORMANCE ACTIVITIES**

#### **A. Installation**

##### **1. Installation Intervals**

###### **a. POTS**

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Days

###### **b. HICAP: Percentage of Missed Appointments**

**SUBRATE: Percentage of Missed Appointments**

##### **2. New Service Failures**

**a. POTS: Percentage of New Service Failures During First Seven (7) Days from Installation Date**

**b. HICAP: Percentage of New Service Failures During First Thirty (30) Days from Installation Date**

**c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Days from Installation Date**

#### **B. Repair**

##### **1. Time to Repair**

**a. POTS: Percentage of Repairs Not Completed within twenty-four (24) hours**

**b. HICAP: Percentage of Repairs Not Completed within two (2) hours**

- c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours
  2. Percentage of Initial Trouble Reports
  3. Percentage of Code 4 Troubles
- C. Time to Provide Firm Order Confirmations
  1. Switched Services: Percentage of Firm Order Confirmations Provided in four (4) days of Date of Order
  2. HICAP Services: Percentage of Firm Order Confirmations Provided within twenty-four (24) hours of Time of Order
- D. Speed of Answer
  1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds
  2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.
  3. Operator Services: Toll Assistance Speed of answer (seconds).
  4. Operator Services: Directory Assistance Speed of answer (seconds).

**SCHEDULE 10.9.6**  
**CREDIT ALLOWANCES**  
**WISCONSIN**

The Party providing services pursuant to any of Sections 4.8, 9.9 or 10.9 (the "**Providing Party**") to the other party (the "**Receiving Party**") will, in the event such service is interrupted, make a subsequent appropriate billing adjustment subject to the following conditions:

1. Credit for interruption is not allowed where the outage is caused by a willful act or negligence of Receiving Party or Receiving Party's Customers or the failure of facilities provided by Receiving Party or Receiving Party's Customers.
2. Credit will be allowed from the time notification is received from Receiving Party or from the time of discovery by the Providing Party, whichever is earlier, when each interruption comprises at least 24 consecutive hours of outage.
3. A major fraction of the last additional day, consecutive with a period consisting of 24 hours of outage, is considered a full day.
4. Credit for interruption is based upon the number of consecutive days of each outage.
5. For the purpose of determining the allowance for interruption, each month is considered to have 30 days. The refund to Receiving Party shall be the prorata part of the month's charges for the period of days that the portion of the service is rendered useless or inoperative.

## SCHEDULE 10.12

### DIRECTORY LISTINGS

**1.0 Directory Listings For Requesting Carrier Resale Customers .** Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Resale Customers (**? Requesting Carrier Directory Customers ?**) in its White Pages Directories under the following terms and conditions:

1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge Requesting Carrier for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

1.3 Publisher shall provide Requesting Carrier with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Resale Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Requesting Carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

1.5 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Resale Directory Customers that are provided to Ameritech or its Publisher.

1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations to Requesting Carrier at the same time such information is provided to Ameritech.

1.7 Requesting Carrier shall negotiate with the Publisher the form, content and charge regarding the inclusion of information about Requesting Carrier services in customer information section of each White Pages Directory, including addresses and telephone numbers of Requesting Carrier Customer

service. Requesting Carrier may petition the Commission for arbitration under Section 252 of the Act, if Requesting Carrier is unfavorably compared to Ameritech by the Publisher.

**2.0 Listing and Listing Updates.** Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Resale Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Resale Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Requesting Carrier Resale Directory Customers are to be provided to Ameritech.

2.3 Requesting Carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Service Start Date.

2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of Requesting Carrier on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers.

3.0 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Requesting Carrier.

## **SCHEDULE 10.12.6**

### **LAW ENFORCEMENT INTERFACES**

#### **1.0 Introduction.**

Consistent with Applicable Law, it is necessary for Requesting Carrier and Ameritech to provide interface requirements to allow Requesting Carrier to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (? **Law Enforcement Process?**). The Law Enforcement Process will enable Requesting Carrier to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

#### **2.0 Law Enforcement.**

Definition - The Law Enforcement Process assures that Requesting Carrier (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

#### **3.0 Annoyance Call Bureau.**

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Requesting Carrier must initiate a wire trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Requesting Carrier (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2. Requesting Carrier shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Requesting Carrier Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Requesting Carrier shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Requesting Carrier a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Requesting Carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide Requesting Carrier with required information to initiate a trap or call trace. Requesting Carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Requesting Carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Requesting Carrier representatives with an emergency security contact number.

3.2.7. Requesting Carrier's Customer must contact Requesting Carrier with the dates and times of the unwanted calls. Requesting Carrier shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Requesting Carrier informing Requesting Carrier of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Requesting Carrier provided to the AACB. Requesting Carrier shall inform its Customer of the results of the investigation.

3.2.9. If Requesting Carrier Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Requesting Carrier.

#### **4.0 Wire Intercept.**

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Requesting Carrier Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Requesting Carrier Customer line.

## **5.0 Pen Register (Dial Number Recorder).**

5.1. Definition - Requests from law enforcement agencies to conduct a ? form? of identifying calls dialed by Requesting Carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

## **6.0 Trace.**

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Requesting Carrier Customer (via Requesting Carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the Requesting Carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Requesting Carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

## **7.0 Subpoena Management.**

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Requesting Carrier Customers. If the law enforcement agency serves Requesting Carrier the original subpoena, Requesting Carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Requesting Carrier of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Requesting Carrier's Customers are pending further discussions with Ameritech.

## **SCHEDULE 10.13**

### **RESALE MAINTENANCE PROCEDURES**

By the end of Contract Month 1, the Parties shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair, maintenance, and testing, for all Resale Services and Unbundled Loops in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Requesting Carrier Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is an Requesting Carrier Customer or an Ameritech Customer.

3. Ameritech shall provide Requesting Carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Services provided to Requesting Carrier under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Requesting Carrier notice of any scheduled maintenance activity which may impact Requesting Carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Requesting Carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Requesting Carrier promptly of any such actions it takes.

5. If service is provided to Requesting Carrier Customers before an electronic interface ("EI") is established between Requesting Carrier and Ameritech, Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone.

6. Ameritech repair bureau, including the EI to be established pursuant to the Implementation Plan, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier upon request, and at a frequency interval to be determined by Requesting Carrier. Ameritech shall inform Requesting Carrier of restoration of Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Requesting Carrier to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and then use the signed form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Requesting Carrier Customer premises shall be accomplished by Ameritech pursuant to a request received from Requesting Carrier. The EI established between the Parties shall have the capability of allowing Requesting Carrier to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Critical or Expedited Troubles.

Upon receiving a referred trouble from Requesting Carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet an Requesting Carrier expedited request, Ameritech will notify Requesting Carrier and Requesting Carrier will have the option to implement the escalation process described in the Implementation Plan.

11. Disaster Recovery

The Implementation Plan will establish a process for disaster recovery that addresses the following:

- (a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;
- (b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;
- (c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;
- (d) Definition of a disaster; and
- (e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

## **SCHEDULE 10.13.2**

### **SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY**

Electronic interfaces will provide Requesting Carrier with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
  - ? Billing telephone number/name/address
  - ? Service Location Address
  - ? Working telephone number(s) on the account
  - ? Existing service and features
  - ? Blocking
  - ? CLASS Features
  - ? Telephone Assistance Programs, Telephone Relay Service and similar services indicator
  - ? Special Exemption Status indicator
  - ? Directory Listing Information
  - ? Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the Requesting Carrier Customer order for all desired features and services;
- d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;

- i) Order local intraLATA toll service and enter Requesting Carrier Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a Requesting Carrier Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request ("Migration-As-Is"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, Requesting Carrier need only specify the features and/or services which are to change. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Critical or expedited orders:

Requesting Carrier may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the Requesting Carrier Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet an Requesting Carrier expedite request, Ameritech will notify Requesting Carrier and Requesting Carrier shall have the option to implement the escalation process to be defined in the Implementation Plan.

## SCHEDULE 27.5

### PROPRIETARY INFORMATION

#### 1.0 Definition of Proprietary Information.

##### 1.1 ? Proprietary Information? means:

- (a) all proprietary or confidential information of a Party (a ? **Disclosing Party?**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a ? **Receiving Party?**) pursuant to this Agreement and, if written, is marked ? Confidential? or ? Proprietary? or by other similar notice or if oral or visual, is either identified as ? Confidential? or ? Proprietary? at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as ? **Derivative Information?** ).

1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as ? confidential,? ? proprietary,? or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

1.3 Notwithstanding the requirements of this **Schedule 27.5** all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network

Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed ? **Proprietary Information.**?

## 2.0 Disclosure and Use.

2.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (? **Representatives?** ) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 3.0** of this **Schedule 27.5** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

2.4 This **Section 20.0** of this **Schedule 27.5** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 3.0** and **Schedule 27.5**..

### **3. Government Disclosure .**

3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 3.0** of this **Schedule 27.5** with respect to all or part of such requirement.

3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 3.0** of this **Schedule 27.5**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### **4. Ownership.**

4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

4.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

4.4 If the Receiving Party elects, under **Section 4.3** of this **Schedule 27.5** to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of

the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

**PRICING SCHEDULE ? Wisconsin**

**I.**

**A. Reciprocal Compensation**

1. End Office Local Termination (including termination of calls to remote offices subtending such End Offices) \$ .004464 per minute
2. Tandem Switching \$ .000735 per minute
3. Tandem Transport Termination \$ .000190 per minute
4. Tandem Transport Facility Mileage \$ .000014 per minute/mile
5. A Party shall compensate the other Party for use of transmission facilities between the Fiber Meet point (as described in Section 4.0) and the other Party's Interconnection Wire Center at the applicable rates consistent with Section 252(d) of the Act for interoffice facilities set forth in applicable tariffs. This charge shall not apply when each Party provides the same amount of transmission facilities from its Interconnection Wire Center to such meet point, unless applicable rates of each Party are different.

**B. Transiting**

The Transit Service charge shall equal the rate for Tandem Switching or End Office Termination, as applicable plus any applicable Tandem Transport Termination and Transport Facility Mileage elements, in each case, as set forth above.

**II. A. BLV/BLVI Traffic**

Rate = \$ .742 per Busy Line Verification  
\$.893 per Busy Line Interrupt  
(in addition to \$.742 for Busy Line Verification)

**B. Information Services Traffic**

Information Services Billing and Collection Fee: \$.03 per message

III. Unbundled Network Elements

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area <sup>1/</sup>		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$10.90	\$10.90	\$10.90
Ground Start	\$11.84	\$11.84	\$11.84
Electronic Key Line	\$17.03	\$17.03	\$17.03
4-Wire Analog	\$24.45	\$24.45	\$24.45
Digital			
2-wire 160 Kbps (ISDN-BRI)	\$13.06	\$13.06	\$13.06
4-wire 64 Kbps	\$67.08	\$67.08	\$67.08
4-wire 1.544 mbps	\$69.09	\$69.09	\$69.09
2-wire ADSL/HDSL Compatible			
Interface Loop <sup>1/</sup>	\$10.90	\$10.90	\$10.90

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<sup>3/</sup> "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

4-wire ADSL/HDSL Compatible Interface Loop <sup>2/</sup>	\$24.45	\$24.45	\$24.45
Cross Connect Charge			
(additional, per cross connect):			
2-wire	\$0.19		
4-wire	\$0.38		
6-wire	\$0.57		
8-wire	\$0.76		
DS1	\$0.52		
DS3	\$0.96		
Service Coordination Charge	\$1.16		
per carrier bill, per central office			

2. Non-Recurring Rates

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<sup>4/</sup> For situations where the transmission characteristics cannot be met, distance extension will be provided upon receipt of a Bona Fide Request.

Service Order--Establish/Change: \$16.50<sup>1/</sup>  
(Business or Residence)

Line Connection: \$40.10<sup>1/</sup>  
(Business or Residence)

B. NID<sup>1/</sup> No Charge

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<sup>1/</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>6/</sup> The Line Connection Charge applies to each Loop.

<sup>7/</sup> Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

C. Additional Loop Conditioning Charges<sup>1/</sup>

||

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

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<sup>1/</sup> The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.4.5.

IV. Interim Number Portability

	<u>I.N.C.</u> <sup>/6/</sup>	<u>Per Month</u> <sup>/6/</sup>
A. SPNP-Remote <sup>/1/ 2/</sup>		
per number ported	---	\$0.00
per additional call path (1-5) <sup>/1/ 2/</sup>	---	\$0.05
per additional call path (6-90) <sup>/1/ 2/</sup>	---	\$0.37
B. SPNP-Direct		
Service Establishment Charge <sup>/1/</sup>		
per SPNP-Direct trunk group, per switch	\$0.00	--
SPNP-Direct Channel Termination charges, <sup>/1/</sup> per SPNP-Direct VG channel termination	\$0.00	\$0.00
per SPNP-Direct DS1 channel termination	\$0.00	\$0.00
SPNP-Direct Number Charges, <sup>/1/</sup> per number ported	\$0.00	\$0.00
SPNP-Direct Transport Charges, <sup>/1/ 2/</sup>		
per SPNP-Direct VG transport	\$0.00	\$0.00 <sup>/3/</sup>
per SPNP-Direct VG w/o transport <sup>/5/</sup>	<sup>/4/</sup>	<sup>/4/</sup>
per SPNP-Direct DS1 transport	\$0.00	\$0.00
per SPNP-Direct DS1 w/o transport <sup>/5/</sup>	\$0.00	\$0.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges		
per occasion	\$0.00	\$0.00

/1/ Service ordering charges, as shown in P.S.C. of W. No. 20, Part 3, Section 1, apply

/2/ Line connection charges, as shown in P.S.C. of W. No. 20, Part 3, Section 1, apply

/3/ Rates for unbundled PBX ground start loops apply.

/4/ SPNP Direct DS1 Transport is provisioned at the rates and charges for DS1 service.

/5/ Where SPNP Direct is provisioned.

/6/ A Party will track its costs of providing SPNP Remote and Direct and may recover these costs if authorized by the Commission in an order approving a competitively neutral recovery mechanism pursuant to **Section 13.9**.

EXHIBIT PS-I

RATE TABLE - WISCONSIN

SERVICES PROVIDED PURSUANT TO SECTION 4.9 OF THIS AGREEMENT:

	Non- recurring Charge	Monthly Price
Channel Conditioning - Per Channel	\$775.00	\$ 35.50
- Back to Back	775.00	35.50
- Collocated	775.00	220.50
- Direct (1st Channel)	775.00	5.50
Channels 2-24		
ANI/ALI/SR and Database Mgt.-	10.00	
Per 1,000 main stations and equivalent network access lines served, rounded up to the nearest 1000.		
Control Office Admin. - Per NXX		32.10
		Non- recurring Charge
Alternate Control Office Access - Per Trunk Group		\$1,250.00
Address & Routing File (ARF) - Per File Request (Per 100,000 Street Segments)	125.00	
Manual Updates - Per Record, per occasion		4.25

The rates and charges for Route Diversity will be determined on a case by case basis.

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all

other charges, and subject to Ameritech approval.

#### Termination Charges

If ENSA service is canceled or removed prior to expiration, Requesting Carrier is responsible for payment of termination charges equal to the number of months remaining in the contract, multiplied by the associated monthly rate per main station or its equivalent access lines, multiplied by the number of main stations or equivalent access lines billable in the month prior to discontinuance, according to Ameritech's record.

## EXHIBIT A

### BONA FIDE REQUEST

1 Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2 A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection, Network Element and/or customized feature, capability or functionality.

3 Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4 Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to Requesting Carrier a preliminary analysis of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a firm price quote and availability date for such development (? **Bona Fide Request Quote?** ). For Bona Fide Requests that involve individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5 Within thirty (30) days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under **Section 28.3**.

6 When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the preliminary analysis of the Bona Fide Request during the thirty (30) day analysis period. Requesting Carrier may either:

- (a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the thirty (30) day analysis period will not exceed \$2,000, or
- (b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the thirty (30) day analysis period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will return the \$2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the preliminary analysis are less than \$2,000, the balance of the deposit will, at the option of Requesting Carrier, either be refunded or credited toward additional development costs authorized by Requesting Carrier.

7 Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8 Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 28.3**.