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

Dated: _____, 2003[1]

By and between

Wisconsin Bell Inc. D/B/A Ameritech Wisconsin
through its authorized agent SBC Telecommunications, Inc.

And

KMC Telecom V, Inc.

[1] Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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

This Agreement is entered into by and between KMC Telecom V, Inc. a Delaware Corporation, having an office at 1755 N. Brown Road, Lawrenceville, GA 30043 ("**CLEC**") and Wisconsin Bell Inc. D/B/A SBC Wisconsin, a Wisconsin corporation, with offices at 722 N. Broadway, Milwaukee, Wisconsin 53202 ("**SBC Wisconsin**" herein) through its authorized agent SBC Telecommunications, Inc.

RECITALS

A. SBC Wisconsin is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Wisconsin.

B. SBC Wisconsin is engaged in the business of providing, among other things, local Telephone Exchange Service within Wisconsin.

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within Wisconsin and is a Local Exchange Carrier as defined by the Act.

D. 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 facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, KMC Telecom V, Inc. and Wisconsin Bell have entered into an agreement ("MFN Agreement"), portions of which are based upon the same terms and conditions contained in the Wisconsin Bell/AT&T Communications of Wisconsin, Inc. Agreement for the State of Wisconsin ("the underlying Agreement.") and other portion(s) of which were voluntarily negotiated.

WHEREAS, in entering into this MFN Agreement, including any amendments to such MFN Agreement (collectively the "MFN Agreement"), neither CLEC nor SBC Wisconsin is waiving, and each party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the MFN Agreement with respect to any legislative, regulatory or judicial actions or proceedings, with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision") and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251*

Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370), (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002); except as otherwise explicitly provided by the KMC Telecom V, Inc. Amendment Superseding Certain Reciprocal Compensation Interconnection and Trunking Terms ("Superseding Amendment") for the time period from its effective date through May 31, 2004, as specifically set forth below. Rather, except as otherwise explicitly provided in the Superseding Amendment, in entering into this MFN Agreement, the Parties fully reserve all of their rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. The Parties acknowledge and agree that they previously entered into the Superseding Amendment, in which they waived certain rights they may have under the Intervening/Change in Law paragraph of the MFN Agreement with respect to any reciprocal compensation, compensable traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are subject to the Superseding Amendment from the effective date of the KMC Telecom V, Inc. Superseding Amendment through May 31, 2004. Notwithstanding anything to the contrary in this MFN Agreement, and in addition to reserving their other rights, the Parties acknowledge and agree that SBC Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and that in entering into this MFN Agreement SBC Wisconsin is reserving its right to seek conforming modifications to the MFN Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into this MFN Agreement which shall apply between the Parties upon the expiration of the Superseding Amendment, unless the Parties otherwise mutually agreed in writing to another arrangement and such other arrangement is approved and in effect as of this date of expiration of the Superseding Amendment,

The Parties further agree that on or before August 31, 2003 they commenced the conforming language necessary to reflect the FCC Plan rates, terms and conditions (or such other arrangement as mutually agreed by the Parties) to be approved and effective on or before June 1, 2004; provided, however, in the event that the Parties do not have successor compensation language in effect on or before June 1, 2004, the Parties understand and agree that effective June 1, 2004, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, unless and until the Parties successor compensation provisions become effective or the parties agree otherwise. In the event any other telecommunications carrier seeks to adopt provisions in this KMC Agreement pursuant to Section 252(i) of the Act (Adopting CLEC), neither the reciprocal compensation provisions set forth in the underlying KMC Agreement nor the Superseding Amendment shall be subject to such adoption given SBC Wisconsin's prior invocation of the FCC Plan in Wisconsin. Rather, it is SBC

Wisconsin's position that any such Adopting CLEC shall, concurrent with its adoption of the KMC Agreement provisions, incorporate into its Agreement reciprocal compensation rates, terms and conditions which implement the FCC Plan. It is SBC Wisconsin's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

It is SBC Wisconsin's position that its MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments thereto) that are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the General Terms and Conditions of this MFN Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided under the MFN Agreement.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and SBC Wisconsin hereby agree as follows:

SBC WISCONSIN/AT&T
WISCONSIN
ICA
PRICING SCHEDULE

Attachment A
RDA Amendment
SBC Wisconsin/AT&T

WISCONSIN	AIT	AIT
	Recurring	Non-recurring
OTHER		
Directory Assistance		
Reverse Directory Assistance, per call - Facility Based	$ 0.35	NA
Reverse Directory Assistance, per call - UNE-P	$ 1.25	NA
	Resale Discounts	
RESALE	Recurring	Non-recurring
DIRECTORY ASSISTANCE SERVICES		
Reverse Directory Assistance	0.00%	NA

AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

By and Between

WISCONSIN BELL TELEPHONE COMPANY
d/b/a SBC WISCONSIN

AND

AT&T COMMUNICATIONS OF WISCONSIN, INC.

The Interconnection Agreement, which became effective on July 9, 2002 ("the Agreement"), by and between Wisconsin Bell Telephone Company d/b/a SBC Wisconsin ("SBC Wisconsin") and AT&T Communications of Wisconsin, Inc. ("AT&T"), is hereby amended as follows:

1.0 The following language has been added to Article 34, as Section 34.6.1:

34.6.1 Reverse Directory Assistance (RDA) - An informational service which consists of providing listed local and national name and address information associated with a telephone number that AT&T End Users provide.

2.0 The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

3.0 This Amendment is subject to the provisions in the underlying Agreement, including, but not limited to, Section 29.3: Amendment or Other Changes to the Act; Reservation of Rights.

4.0 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

6.0 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF**,** this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and AT&T, signing by and through its duly authorized representative.

AT&T Communications of Wisconsin, Inc.	*** Wisconsin Bell Telephone Company d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**
By: _____	By: _____
Title: _____	Title: _____
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Date: _____	Date: _____

* By entering into this Amendment, SBC Wisconsin does not waive any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*. 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, SBC Wisconsin fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SBC Wisconsin reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act. SBC Wisconsin also reserves the right to adopt on a date specified by SBC Wisconsin, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Wisconsin
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.1 **SBC-2STATE -** As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.3 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.4 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.1.5 **SBC SNET -** As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.

1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

3.1 The promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in **SBC SOUTHWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET.** Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC SOUTHWEST REGION 5-STATE, SBC-2STATE** or **SBC SNET** that provided for such Local Loops Discount before the sunset date in each of the respective **SBC SOUTHWEST REGION 5-STATE, SBC-2STATE** and **SBC SNET** states. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, with respect to **SBC SOUTHWEST REGION 5-STATE**, and/or **SBC-2STATE** and/or **SBC SNET,** in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act , or otherwise obtains this Appendix, the CLEC shall not be entitled to this Local Loops Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC SOUTHWEST REGION 5-STATE**, **SBC-2STATE** or **SBC SNET** that provided for this Local Loops Discount before the sunset date in each of the respective **SBC SOUTHWEST REGION 5-STATE, SBC-2STATE** or **SBC SNET** states; and (2) even then, only with respect to those unbundled local loops that were ordered by the Adopting CLEC during the Offering Window for this Local Loops Discount that has/had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions.

3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC SOUTHWEST REGION 5-STATE**, **SBC-2STATE** or **SBC SNET** that provided for such Local Loops Discount before the sunset date in each respective **SBC SOUTHWEST REGION 5-STATE**, **SBC-2STATE** or **SBC SNET** state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions. Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.

3.3 Notwithstanding anything to the contrary in this Appendix or Agreement, **SBC-13STATE** is under no obligation to provide a Local Loops Discount outside the "Promotional Period" as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period "shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter."

3.4 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers, during the "Promotional Periods" applicable to such loop as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix, at the rates and on the terms and conditions set forth in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

3.5 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount or to convert such service to an available alternative service provided by **SBC-13STATE,** then upon expiration of the Promotional

Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (30) days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON RESALE

4.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.

4.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.

4.3 If CLEC does not qualify for the Resale Discount, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix

and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

5.1 **SBC MIDWEST REGION 5-STATE** will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999) until the obligation set forth therein has expired. To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate **SBC MIDWEST REGION 5-STATE** state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

6.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

7. SUSPENSION OF CONDITIONS

7.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination, order or finding. Thereafter, **SBC-13STATE**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

PRICING SCHEDULE

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CONFIDENTIAL

Contains confidential and proprietary information of Ameritech and CLEC. May not be used, reproduced or disclosed except in accordance with Article 20 of the Interconnection Agreement between Ameritech and CLEC

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STRUCTURES

7

This section contains guidelines which further define the processes by which CLEC will obtain access to poles, ducts, conduits, and rights of way (individually and collectively referred to as "Structure") as agreed to in Article XVI of the *Interconnection Agreement.*

Except as otherwise permitted by applicable law, access to all Ameritech-owned or Ameritech-controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

Plan-for-Plan/Issue-in-Dispute Summary

Note that all Plan-for-Plan and Issue-in-Dispute information is summarized here in the section overview for the reader's convenience. These descriptions are also referenced whenever a particular Plan for a Plan or Issue in Dispute is referred to later in this section.

Plan-for-Plan Descriptions

The following items addressed in this section require a Plan for a Plan at the time of printing this version of this *Implementation Plan*.

Plan-for-Plan 7-1. Performance Standards & Penalties

Owners:	General Counsel - CLEC Gerry Agnew - Ameritech
Objective:	Develop format for reporting performance standards to measure Ameritech's performance in executing CLEC's structure requests as agreed to in the *Interconnection Agreement*. This plan addresses the format of the performance standards reports as well as the development of the appropriate penalties, pursuant to Article 16.6 of the *Interconnection Agreement*.
Issues:	Time Frame and appropriateness of penalties for each standard
Dependencies:	Scope, Related Orders, Intervals
Constraints:	
Time Frame:	2/28/98

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Plan-for-Plan 7-2. Comparable Treatment

Owners:	General Counsel - CLEC Gerry Agnew - Ameritech
Objective:	To define a process that will allow CLEC to verify that it is obtaining access to Structure in a nondiscriminatory manner as all other parties including Ameritech pursuant to Article 16.6 of the *Interconnection Agreement*.
Issues:	Reach agreement on what information is required and how it will be presented to CLEC to meet the above objective.
Dependencies:	None
Constraints:	Future mechanization of processes by multiple parties
Time Frame:	2/28/98

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Issue-in-Dispute Description

Issue-in-Dispute 7-1. Modification Cost Recovery

Owners:	General Counsel - CLEC Gerry Agnew - Ameritech **Objective**: To establish means to recover costs of modifications to Ameritech's structure.
Issues:	Article 16.3.4 states that the Implementation Team should develop the process to recover the costs for any modifications. CLEC and Ameritech cannot agree on the role each company would take in that recovery process. Per Article 16.3.4, Ameritech owns all modifications to Ameritech's structure. (This issue includes Modification Cost Recovery process for unauthorized attachments and maintenance spare) Need a process to identify, by section, the appropriate cost to be reimbursed to the company initiating the modification. Need a process of how and when the ASAC will notify CLEC that Ameritech or other 3rd parties are utilizing the modified structure.
Dependencies:	FCC Rules/NPRM on Modification of Structure CLEC and Ameritech will true up any interim procedures established now when the FCC Rules are complete
Constraints:	none

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7.1 Role of the Ameritech Structure Access Coordinator

The role of the Ameritech Structure Access Coordinator (ASAC) is to be a single point of contact for CLEC. The ASAC shall:

(a) provide single point of contact for structure access

(b) coordinate the queuing requests of attaching parties for access to Ameritech Structure

(c) answer questions of CLEC pertaining to obtaining access to Structure

(d) coordinate the following processes for CLEC:
   (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
   (ii) field survey to determine availability of Structure
   (iii) Make Ready Work (which, in some cases, may include Modification Work)
   (iv) CLEC construction activities

(e) interpret Ameritech methods and procedures

(f) receive and process CLEC's application for access to Structure

(g) negotiate scope and delivery of Field Survey due dates

(h) negotiate scope and delivery of Make Ready Work due dates

(i) provide notification of and corrective action to eliminate disputes between attaching parties

(j) provide CLEC with written documentation of the determinations of Structure availability

(k) issue occupancy permits to CLEC

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7.2 Role of CLEC

CLEC shall:

(a) Request access to Ameritech Structure Records from the ASAC.

(i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as CLEC's paying any required deposit and CLEC's written authorization (on the forms identified in this section) permitting Ameritech to bill CLEC for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 7.14 in this *Implementation Plan*.

(b) Make written request for access to Ameritech Structure through ASAC-prescribed forms. (See Section 7.20 - Exhibits for Forms.)

(c) Provide stick map or route map showing locations of the Ameritech Structure requested for access.

(d) Provide detailed descriptions of the requested location of all proposed attachments to Ameritech Rights of Way.

(e) Authorize the ASAC to schedule a Field Survey.

(i) Issue Billing Authority , as defined herein, for Ameritech to perform Field Survey by CLEC submitting appropriate A-1 form.

(ii) Provide innerduct identification tags.

(f) Approve Ameritech to perform Make Ready Work (in some cases, may include Modification Work).

(i) Issue Billing Authorization for Ameritech to perform Make Ready Work.
(ii) Provide innerduct identification tags.

(g) Receive Occupancy Permit from ASAC as provided in Sections 7.6.21, 7.7.20, and 7.8.6 of this *Implementation Plan*.

(h) Schedule attachment installation (cable placement) with ASAC

(i) Complete attachment installation within one hundred and eighty (180) days from date Occupancy Permit is received from Ameritech.

(j) Be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate CLEC's attachments at the location of the Structure CLEC uses.

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7.3 Information Request

CLEC may request access to Ameritech Structure Records in one of two ways:

(a) Request for CLEC to view Ameritech Structure Records

(b) Request to have Ameritech perform a records check for CLEC

CLEC shall submit the request on form RC-1 with a stick map and/or a description containing sufficient information for Ameritech personnel to determine which records are required. The request must include a deposit on the estimated cost of the viewing room and/or for map preparation and issuance if the request is to view the records. If the request is for Ameritech to perform the records check, the deposit shall be on the estimated costs of the work to perform the records check and appropriate billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*. (See also Section 7.14 on Fees).

7.3.1 Type of Information to be Supplied

Ameritech will provide to CLEC information (with respect to all Structure that Ameritech owns or controls) currently available on Ameritech's Structure Records, which includes (to the extent available) the following:

(a) location of the structure, street addresses for manholes and poles as shown original had this on Ameritech maps

(b) footage between manholes or lateral ducts lengths, as shown on Ameritech maps

(c) footage between poles, if shown on Ameritech maps

(d) total capacity

(e) available capacity

7.3.2 Exception Involving Confidential Information

When Ameritech maps and/or records to be viewed contain confidential and/or proprietary information:

(a) Ameritech will expunge confidential and/or proprietary information before CLEC is provided access to view the documents and/or is issued copies.

(b) If confidential and/or proprietary information must be expunged before disclosure of Structure Records, the ASAC will provide an estimated cost for map preparation and the date for completion of the map preparation to CLEC. CLEC must pay a deposit to the ASAC based upon the estimated amount of the map preparation costs before map preparation will be initiated. Billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*.

7.3.3 Viewing Room

(a) Within ten (10) business days after CLEC submits Billing Authorization to the ASAC, the ASAC will notify CLEC of the place and time that CLEC may view the Structure Records.

(b) If the requested Structure Records do not contain un-expunged confidential and proprietary information, access to the records will be provided within five (5) business days after ASAC notifies CLEC in accordance with paragraph (a), above.

(c) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when CLEC will be provided with access will be determined on a case by case basis, based upon size and complexity of the request, and will be identified in the above notice, but such access shall be provided within ten (10) business days after ASAC notifies CLEC, in accordance with paragraph 7.3.3(a) above, unless otherwise mutually agreed to by Ameritech and CLEC.

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(d) The viewing room must be reserved for a minimum of two (2) hours. CLEC may request additional time prior to the viewing date. Ameritech may not be able to provide CLEC with unscheduled additional time for viewing Ameritech's Structure Records on the viewing date.

(e) Ameritech will make available an Ameritech representative with sufficient knowledge about Ameritech Structure Records to clarify matters relating to such Structure Records and to assist CLEC during their viewing.

7.3.4 Copies of Structure Records

(a) Copies of Structure Records which do not require preparation in accordance with section 7.3.3 above will be provided within ten (10) business days after CLEC submits Billing Authorization to the ASAC, if CLEC is entitled to copies per the Interconnection Agreement (CLEC is entitled to copies in all states except Illinois).

(b) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when CLEC will be provided with copies will be determined on a case by case basis, based upon size and complexity of the request, but such copies shall be provided within twenty (20) business days after CLEC submits its Billing Authorization, in accordance with paragraph 7.3.1 above, unless mutually agreed to by Ameritech and CLEC.

(c) Structure Records are considered confidential and are subject to the confidentially requirements of any applicable Interconnection Agreements, tariff, or otherwise.

(d) CLEC and its designees shall use the Structure Records to design and implement CLEC's network. CLEC shall not sell to, provide to, or permit the use of the Structure Records by a third party.

7.3.5 Limitations of Structure Records Review

The completion of a review of Structure Records does not imply that the ASAC has approved a Structure Occupancy Permit for CLEC.

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7.4 Capacity Reservation

7.4.1 Capacity Reservation

No party, including Ameritech, will be allowed to reserve space in or on Ameritech's Structure for future needs. Notwithstanding the foregoing, CLEC may provide Ameritech with a two (2) year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

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7.5 Priority Queue

(First in Time - First in Right)

7.5.1 Determination of Priority

The priority for right of access to existing capacity in Ameritech's Structure will be determined by the actual time that CLEC's written Structure Access Request, in accordance with paragraphs 7.6.6, 7.7.4, and 7.8.1 below, is received by the ASAC. Structure Access Requests for all parties including Ameritech will be treated in a non-discriminatory manner.

7.5.2 Maintaining Position in Queue

(a) Position is based on the date and time stamp on the written Structure Access Request.

(b) Position remains as long as CLEC continues processing of the request for access, including Field Survey, Make Ready Construction and facilities placement in accordance with the time frames set forth in this Section (7) of the *Implementation Plan*.

(c) If CLEC does not process its requests for access in accordance with the time frames set forth in these Guidelines, CLEC's request shall be considered expired.

(d) Any change to a Structure Access Request (as defined in paragraphs 7.6.6, 7.7.4 and 7.8.1 below) will be deemed a new request for purposes of position in the queue, and a new date and time stamp will be affixed to the Request. CLEC will be notified if this occurs.

(e) If at any time in the processing of a request a conflict arises concerning priority rights, the ASAC will use the written Structure Access Requests with date and time stamps to resolve the issue.

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7.6 Access to Ducts and Conduit

"Ducts" and "Conduit" have the meaning assigned to them in the applicable *Interconnection Agreement*.

7.6.1 Information Access - Ducts and Conduit

CLEC will be provided access to review Ameritech Structure Records for ducts and conduit, as defined in Section 7.3.

7.6.2 Determination of Space Availability

The apparent availability of spare capacity indicated by the review of Ameritech Structure Records does not guarantee the actual availability or structural integrity of ducts and conduit. Space availability of Ameritech ducts and conduit is determined during the Field Survey and integrity is determined by the completion of the Ameritech Make Ready work.

7.6.3 Presumption of Request for Innerduct Occupancy

It is presumed that a request for occupancy of conduit is for occupancy of an innerduct. If due to the size of CLEC's cable, a whole duct is required, CLEC's request will be based on a whole duct. A whole duct may not be used for a cable that can be accommodated in an innerduct. If innerduct does not exist in the requested conduit, Ameritech will place innerduct, at CLEC's cost (refer to Make Ready Work/Billing Authorization).

7.6.4 Available Capacity

Unoccupied conduit, duct and/or innerduct space is assumed available for use by an attaching party, excluding the conduit, ducts and/or innerducts reserved for the universal maintenance spare, municipal use, or which are subject to the pending, prior request of another attaching party. With respect to ducts which are apparently vacant and available but cannot be occupied due to blockage, Ameritech will take all reasonable steps to create the necessary space in such blocked ducts, at CLEC's cost (refer to Make Ready Work/Billing Authorization). If CLEC ceases to use Attachments for any period of one hundred and eighty (180) consecutive days, such Attachments are presumed to be usable for attachments of other attaching parties, but require a sixty (60) day notice to the attachment owner before removal.

7.6.5 Universal Maintenance Spare

A universal maintenance spare is one (1) whole spare duct (typically 4") and one (1) spare innerduct. The universal maintenance spare in each manhole is available to all existing attaching parties (and Ameritech)which have existing working cables in the conduit system, for maintenance purposes. Only one party at any time may occupy the maintenance spare. Any party utilizing the maintenance spare must vacate the maintenance spare within sixty (60) days after placing its facilities in the universal maintenance spare. Access to a Universal Maintenance Spare must be requested through the ASAC and the ASAC must grant access to CLEC within five (5) business days of the request. This section (7.6.5) applies to routine maintenance. For emergency situations, Section 7.12.3, below, applies.

7.6.6 Structure Access Request - Ducts and Conduit

(a) To request access to ducts and conduit, CLEC shall submit:

  (i) Forms C1 & C2 (conduit) attached hereto in Section 7-20, Exhibits.

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(ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility CLEC plans to install and if available all the locations at which CLEC proposes to interconnect its ducts with Ameritech manholes and all manhole locations where an entrance or exit to Ameritech's conduit structure will be required).

(b) The ASAC will enter CLEC's request for access to Ameritech Structure into the Priority Queue. (See Priority Queue Process defined in Section 7.5.)

7.6.7 Field Survey by Ameritech - Ducts and Conduit

(a) The ASAC will provide to CLEC an estimated cost for the Field Survey. This will be on Form A-1.

(b) CLEC will pay any required deposit and sign the appropriate form as Billing Authorization to proceed with the Field Survey.

(c) Ameritech will complete the Field Survey in accordance with intervals as agreed to. See section 7.6.13.

(d) CLEC may supply a representative.

(e) Ameritech personnel will notify CLEC within twenty-four (24) hours prior to beginning the Field Survey, if CLEC wishes to have a representative present.

7.6.8 Field Survey assisted by CLEC - Ducts and Conduit

If, after receipt of the Structure Access Request, Ameritech determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 7.6.13, Ameritech may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with the Field Survey. The following apply:

(a) CLEC or its Ameritech approved contractor may prepare manholes for entry (open, test, ventilate, pump, etc.).

(b) An Ameritech representative will perform the Field Survey work with an CLEC representative, and the Ameritech representative will specify locations of attachments

(c) All standards and conditions specified in section 7.9 will be followed.

(d) CLEC will not be allowed to perform any Field Survey work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies.

7.6.9 Field Survey Definition

A Field Survey is a physical check of the locations requested by CLEC to enter, exit, and place equipment in Ameritech ducts and conduit and includes (to the extent available) the following:

(a) availability of space within existing lateral knockouts,

(b) availability of space for cable maintenance loops,

(c) availability of space for splice cases,

(d) availability of space for cable racking,

(e) availability of space for manhole core bores,

(f) availability of actual vacant conduit/innerduct,

(g) preliminary investigation of potential modifications if no available capacity exists.

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7.6.10 Innerduct Identification Tags

CLEC must supply innerduct identification tags to the Ameritech representative onsite or prior to the Field Survey. The identification tags must include:

(a) CLEC's name and

(b) a space for the date of the Field Survey.

7.6.11 Preferred Entrances and Exits

The preferred entrances and exits of Ameritech's conduit system for attaching parties is at established openings. These openings are building entrances, points at which cable enters Ameritech's underground conduit facilities, stubbed-off ducts and pre-formed manhole lateral knockouts. If the preferred entrances or exits are not available, entrance to an Ameritech manhole may be created by core boring of the manhole wall, unless such engineered access to the manhole is denied by Ameritech for reasons of Insufficient Capacity, safety, reliability or engineering (as defined in the applicable *Interconnection Agreement*).

7.6.12 Limitations of Field Survey

A Field Survey does not guarantee the integrity of the ducts and conduit to accommodate the requested access. The Field Survey does not authorize CLEC to occupy Ameritech ducts and conduit. Such authorization is granted once the Occupancy Permit has been issued. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

7.6.13 Ducts and Conduit Field Survey Intervals

The standard interval for Field Survey work for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms C-1 and C-2. The clock stops when the ASAC sends a Form A-1 to CLEC to notify of the estimated Make Ready work.

7.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to Ameritech's Structure can be provided to CLEC.

(a) Ameritech will not make Structure available in the following cases:

  (i) Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity (as defined in the *Interconnection Agreement*) to accommodate the requested Attachment; or,

  (ii) Where an Attachment cannot be accommodated based upon non-discriminatorily applied consideration of safety, reliability, or engineering principles.

(b) If the ASAC proposes to deny CLEC access to the requested Ameritech Structure, the ASAC will provide a detailed, written reason for denial within forty-five (45) days of the date of such request pursuant to the applicable *Interconnection Agreement*.

(c) If additional information is discovered while performing CLEC's Make Ready work which would require the ASAC to deny CLEC access to its Structure, the ASAC will provide to CLEC a detailed, written reason for denial within five (5) business days of discovery.

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(d) If a denial is proposed to be made for any reason, Ameritech will offer to meet with CLEC and explore reasonable alternatives to accommodate the proposed attachment.. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of CLEC's written request for a meeting.

7.6.15 Cost Estimate - Ducts and Conduit

If it is determined from the records and Field Survey that access to ducts and conduit is possible by appropriate Make Ready Work, Ameritech will:

(a) notify others parties of any proposed modification to ducts and conduit to which they are attached if a notification is required (see 7.15)

(b) provide to CLEC an estimate of cost for the Make Ready Work (if other attached parties must be notified, the provision of the cost estimate will be delayed for at least the 60 days they have to reply)

7.6.16 Return of Billing Authorization

(a) CLEC shall return a Billing Authorization to the ASAC to perform the necessary Make Ready Work within forty-five (45) days of receiving the Ameritech estimated cost for the proposed Make Ready Work from the ASAC. If CLEC has not returned the ASAC Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired. (See Priority Queue Process in Section 7.5)

(b) The ASAC shall provide CLEC an estimated completion date, as defined in 7.6.20 below, within seven (7) days business days of receiving the Billing Authorization (for both routine and non-routine).

(c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.6.20, Ameritech may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with Make Ready.

7.6.17 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work, is any construction that is required to be performed by ~~the~~ Ameritech to prepare the Ameritech ducts and conduit for attachment or occupancy by CLEC. The following lists are not necessarily all-inclusive, but are indications of types of Make Ready work.

Routine Make Ready Work

(a) verifying the integrity of the Ameritech conduit/innerduct (rodding).

(b) placing innerduct

(c) tagging innerduct assigned for CLEC use (CLEC to supply innerduct identification tags which must have (I) CLEC name, and (ii) space for a date)

(d) placing innerduct couplers

Non-routine Make Ready Work

(e) core boring manhole walls

(f) repairing or clearing broken or blocked conduit

(g) constructing additional conduit (includes placing innerduct and tagging)

(h) rebuilding or replacing manholes

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The following applies:

(a) When CLEC is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.

(b) CLEC will not be allowed to perform any Make Ready work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If CLEC is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.6.18 Force Majeure

Ameritech will not be responsible for any Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits or due to Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.6.19 Limitation on Ameritech Obligations

Ameritech is not required to construct ducts or conduit in locations where these items do not currently exist, in order to provide ducts, or conduit occupancy to CLEC. Upon request by CLEC, Ameritech may consider constructing such duct or conduit extensions. Ameritech is required to make the Ameritech-owned Right-of-Way available to CLEC to construct CLEC poles, conduits or ducts, or to bury CLEC's own cable as required in Section 16.1.1 of the *Interconnection Agreement*. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

7.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

The standard interval for Routine Make Ready work (as defined in 7.6.16) for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. There will be no limits on engineering requests per office. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

The clock for the standard interval starts when the ASAC receives billing authorization (Form A-1). The clock stops when the ASAC issues an occupancy permit.

Non-Routine Make Ready Work

Because of the variable nature of Non-Routine Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to CLEC an estimated completion interval for Non-Routine Make Ready work within seven (7) days of Ameritech receiving a completed Form A-1 from CLEC, if no other attaching parties must be notified.

All Make Ready Work

If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days. If Ameritech is unable to complete Make Ready work in a reasonable time frame, CLEC may be allowed to perform certain Make Ready work in accordance with 7.6.15 and 7.6.16.

(a) If a mutually agreed upon completion date cannot be reached, the Job Administration Management System (JAM)* coding will be applied to the scope of the work to determine the completion date. Once the completion date is established the work will start within 10 business days.

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(b) If Ameritech cannot meet CLEC's requested completion date, CLEC will have the option of performing the work to meet the requested completion date.

* (JAM) or other Ameritech mechanized interval scheduling system

7.6.21 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all Make Ready Work associated with the Structure Request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form C1) to CLEC.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within on hundred eighty (180) days from the date CLEC receives Occupancy Permit. Conduit rental rates will apply during the one hundred and eighty (180) day period.

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7.7 Access to Poles

"Poles" means poles owned and controlled in whole or in part by Ameritech.

7.7.1 Information Access - Poles

CLEC will be provided access to Ameritech Structure records for poles as defined in Section 7.3.

7.7.2 Definition of Available Pole Capacity

Available pole capacity is unoccupied but usable space on a pole, that complies with Section 7.9, CLEC Installation and Maintenance Standards of this document, excluding space which is subject to a pending request of another attaching party or is reserved for municipal government use. The availability of poles for attachments, and attachment types and practices, may depend upon the policies, practices, and contractual rights of parties, generally electric power companies, with whom Ameritech has joint use or joint ownership arrangements regarding such poles.

7.7.3 Limitations of Records

Ameritech pole maps and/or records provide information only on the existence of poles owned or controlled in whole or in part, by Ameritech, but do not contain information regarding available pole capacity. Available pole capacity can be determined only during a Field Survey.

7.7.4 Structure Access Request (Poles)

(a) To request access to poles, CLEC shall submit:

(i) Forms P1 & P2 (poles)

(ii) The associated maps and written description for each request. CLEC shall include the number of, type, size location of the attachments it proposes to install on the Form P2.

(b) The ASAC will enter CLEC's request into the Priority Queue. (See the process defined in Section 7.5 herein.)

(c) CLEC may choose to perform the field survey, CLEC may request Ameritech to perform the field survey, or joint agreements between Ameritech and power companies may require Ameritech and CLEC to participate in a joint field survey.

7.7.5 Field Survey - Definition/Limitation

(a) A Field Survey is a physical check of each pole to identify availability of space for attachments and any required Make Ready Work.

The field survey includes (where available):

(i) availability of space for power supplies

(ii) availability of space for cables

(iii) availability of space for terminals

(iv) availability of space for laterals

(v) proper bonding and grounding

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A Field Survey does not guarantee available pole capacity. Also, the Field Survey does not imply that the ASAC has approved pole attachments for CLEC. An Ameritech occupancy permit will indicate Ameritech's approval for pole attachment.

7.7.6 Field Survey by Ameritech - Poles

(a) Where power company practices under applicable joint use or joint ownership agreements require Ameritech to perform the Field Survey, Ameritech will notify CLEC of such requirement within five (5) business days of CLEC's Structure Access request.

(b) Ameritech will provide to CLEC the estimated cost for performing the Field Survey

(c) CLEC will provide Billing Authorization (Form A1) for Ameritech to proceed with the Field Survey

(d) Ameritech will complete the Field Survey in accordance with intervals as detailed in 7.7.8

(e) CLEC, the Electric Company and all other parties with attachments may supply a representative.

(f) Ameritech or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.

(g) Ameritech will notify CLEC within twenty four (24) hours prior to beginning the Field Survey if CLEC is to provide a representative

7.7.7 Field Survey Without Ameritech

Where CLEC may perform the survey without the accompaniment personnel, CLEC will be responsible for providing Ameritech with information on any Make Ready Work required for any existing party attached to the pole.

7.7.8 Pole Field Survey Intervals

The standard interval for Field Survey work for Poles that is to be performed by Ameritech is 25 business days for the first 25 poles and an additional 2 business days for each additional 25 poles. Intervals will be adjusted due to changes in requests or delays caused by CLEC.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms P-1 and P-2. The clock stops when the ASAC sends a Form A-1 to CLEC to notify of the estimated Make Ready work.

7.7.9 Denial of Access

Ameritech will determine if access to poles can be provided to CLEC as detailed in section 7.7.8.

7.7.10 Cost Estimate (Poles)

If it is determined from the Field Survey, that CLEC may have access to Ameritech Structure, the ASAC will:

(a) notify other parties of proposed modifications to Structure to which they are attached if a notification is required (See section 7.15)

(b) provide to CLEC an estimated cost for the Ameritech Make Ready Work.

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7.7.11 Return of Billing Authorization

(a) CLEC shall return a Billing Authorization (Form A-1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost for proposed Ameritech Make Ready work. If CLEC has not returned the Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired.

(b) The ASAC shall provide CLEC an estimated completion date, as defined in 7.7.16 below.

(c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.7.8, Ameritech may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with Make Ready.

7.7.12 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work:

(a) is any work that is required to be performed by Ameritech to make poles ready for CLEC's attachment.

(b) does not include any work regarding the facilities or attachments of other parties with attachment to the pole necessary to accommodate CLEC's attachment.

The following applies:

(a) When CLEC is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.

(b) CLEC will not be allowed to perform certain Make Ready Work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If CLEC is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.7.13 Force Majeure

Ameritech is not responsible for Make Ready Construction Work delays due to, local conditions, inability to obtain permits or Force Majeure as defined in the *Interconnection Agreement* in Section 30.5.

7.7.14 Limitation on Ameritech Obligations (Poles)

Ameritech is not required to construct or acquire additional poles in locations where Ameritech poles do not currently exist in order to provide pole attachments to CLEC. Upon request by CLEC, Ameritech may consider constructing or acquiring such additional poles. Ameritech is required to make Ameritech Right-of-Way available to CLEC to construct CLEC's own poles as defined in Articles 16.1.1 and 16.3.2 of the *Interconnection Agreement*.

7.7.15 Successful Completion of Make Ready Work

Successful completion of Ameritech Make Ready Work and that of other parties with attachments will determine pole space availability. The successful completion of Make Ready Work does not imply that Ameritech has approved pole attachments for CLEC. An Ameritech Occupancy Permit will indicate approval of the pole attachment.

7.7.16 Pole Make Ready Work Intervals

Because of the variable nature of Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to CLEC an estimated completion interval for Make Ready work within seven (7) business days of Ameritech receiving completed Form A-1 from CLEC, if no other Attaching Parties must

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be notified. If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days.

7.7.17 Locations of Attachments

Possible locations for Attachments are:

(a) "Overbuild Space" is defined herein as the location on the pole available for attachments a minimum of twelve inches (12") above the highest existing communications attachment and below the bottom of neutral space.

(b) "Underbuild Space" defined herein as the location on the pole available for attachments a minimum of twelve inches (12") below the lowest existing communications attachment but adhering to the minimum NESC ground clearance requirements.

(c) A "Standoff Bracket" used to add capacity and to attach an additional attachment on an existing pole.

(d) Overlashing - is defined as attaching a cable to an existing CLEC cable

Use of Overbuild Space, Underbuild Space, a Standoff Bracket, or Overlashing may not be permitted on poles which Ameritech has a joint use or joint ownership agreement with a power company and may be dependent upon the power company policies and practices prohibiting such uses.

7.7.18 Selection of Pole Attachment Location

CLEC will recommend a location and Ameritech will select upon consideration of that recommendation the location of the poles for CLEC's attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

7.7.19 Construction Guidelines

Once a pole attachment location is chosen for construction, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

7.7.20 Occupancy Permit

(a) Within five (5) business days after notification of successful completion of all Ameritech Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form P1) to CLEC.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has issued the Occupancy Permit to CLEC. Pole rental rates will apply during the one hundred and eighty (180) day period.

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7.8 Access to Rights of Way

"Ameritech Rights of Way" are rights of way owned or controlled by Ameritech as defined in the applicable Interconnection Agreement.

7.8.1 Structure Access Request (ROW)

(a) To request access to Ameritech Rights of Way (ROW), CLEC will submit to the ASAC:

(i) an R1 form (attached hereto in Section 7-20, Exhibits)

(ii) a detailed drawing and description of the proposed ROW that is requested to be occupied

(iii) a print detailing the proposed location and nature of CLEC's attachments (buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).

(iv) a deposit as calculated on the R1 form.

(b) The ASAC will enter CLEC's request int the Priority Queue. [See the Priority Queue process defined in Section 7.5 herein.]

(c) If CLEC requests access to Ameritech ROW where Ameritech has not existing ROW, Ameritech shall not be required acquire new Row.

7.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, Ameritech will perform an internal Ameritech ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

7.8.3 Field Survey

(a) the ASAC shall notify CLEC.

(b) If needed, CLEC may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from CLEC.

(c) If CLEC performs the Field Survey, CLEC will arrange for the location of all existing subsurface facilities in the requested Ameritech ROW.

(d) During the Field Survey, any necessary Make Ready Work will be identified

(e) CLEC will select the location within the rights-of-way for its attachment or the occupancy of the right-of-way subject to approval by the ASAC. Approval will be denied only for safety, reliability or general engineering principles

7.8.4 Denial of Access

Ameritech will determine if access to ROW can be provided to CLEC and provide notification as detailed in Section 7.6.13.

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7.8.5 Make Ready Work

(a) If it is determined from the Field Survey that CLEC may have access to Ameritech ROW, the ASAC will provide an estimate cost for the Make Ready Work to CLEC to form A1.

(b) CLEC shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost proposed Make Ready Work. If CLEC has not returned the Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired and CLEC will lose its position in the Priority Queue if there are other attaching parties in the Priority Queue. (See Process for Priority Queue defined in Section 7.5 herein.)

(c) Ameritech shall provide CLEC a due date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the CLEC Billing Authorization

7.8.6 Occupancy Permit

(a) Within five (5) business days after successful completion of all Make Ready Work, Ameritech will issue an Occupancy Permit (Form R1) to CLEC.

(b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date CLEC has received the Occupancy Permit from Ameritech.

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7.9 CLEC Installation and Maintenance Standards

7.9.1 General

CLEC workers or contractors may have occasion to work in, on or near Ameritech Structure in various circumstances:

(a) When installing or maintaining CLEC facilities

(b) Performing Field Survey work per sections 7.6.8, 7.7.7, or 7.8.3

(c) Performing Make Ready work per sections 7.6.16, 7.7.12 or 7.8.5

In all cases :

(a) Ameritech must have a designated representative on the job whenever CLEC or its contractors are working in ducts and conduit

(b) When CLEC is going to perform installation, Field Survey, Make Ready, or routine maintenance work, Ameritech must be notified 5 business days in advance of CLEC's start date to provide a representative.

(c) CLEC is responsible for all actions of CLEC workers or contractors

(d) CLEC workers or contractors must be fully trained and it is CLEC's responsibility to insure they follow all applicable safety rules and construction standards as listed below.

(e) CLEC will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by CLEC and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

(f) When CLEC is allowed to perform Field Survey or Make Ready work, CLEC may subcontract the work with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes.

(g) The Ameritech representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards

(h) CLEC shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

7.9.2 Safety

While working on or in Ameritech Structure, all CLEC employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. CLEC shall be responsible to insure its workers abide by all safety rules, and the Ameritech Representative assigned to the job shall have authority, but not the responsibility, to enforce all safety rules.

The following list, which is <u>not</u> all inclusive, highlights some specifics:

(a) All workers must wear appropriate attire whenever doing work in or near Ameritech manholes to include safety vests, hard hats, etc.

(b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries

(c) Manhole guards must be present at all times while the manhole is open

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(d) No smoking is allowed within the vicinity of an open manhole

(e) No open torches are allowed inside or near a manhole

(f) All governmental rules and regulations for traffic control are to be followed

(g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

7.9.3 Protection of Existing Cable Facilities

Whenever working in or near Ameritech Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

(a) Workers shall not step/stand on any communications facilities

(b) Workers shall carry their own ladder (12 to 16) feet is often appropriate for instances where none is available in the manhole

(c) CLEC will work only on Structure assigned to CLEC.

(d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.

(e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the Ameritech Representative immediately.

(f) If damage to another party's facilities should occur, the owner of the facility and the Ameritech representative are to be immediately notified and all possible arrangements made to allow the facility to repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

7.9.4 Installation Standards

CLEC's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book , Manual of Construction Procedures, (SR-1421, Dec.,1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

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7.10 CLEC Attachment Placement - Conduit

7.10.1 Occupancy Permit Requirement

CLEC may occupy Ameritech conduit, ducts, innerducts only after obtaining an approved Conduit Occupancy Permit (Form C1) from the ASAC.

7.10.2 Placement of Attachment Due Date

After all Make Ready and Work has been completed and CLEC has received an occupancy permit for each attachment, CLEC has one hundred and eighty (180) days to complete placement of its attachments in the conduit/innerduct. If placement is not completed within one hundred and eighty (180) days the Permit will expire. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.10.3 Ameritech Job Site Representation

An Ameritech representative must be on the job site when CLEC is placing or removing its attachments, in Ameritech's conduit structure. Ameritech must be given a five (5) business day notice in order to provide a representative (at CLEC's expense) on site by CLEC's construction start date. All reasonable and actual charges will be billed to CLEC. Ameritech will provide a rate sheet to CLEC upon CLEC's request.

7.10.4 Additional Requirement for CLEC

CLEC must maintain its attachments in accordance with Section 7.9 CLEC Installation and Maintenance Standards of this document.

7.10.5 Assignment Location

The Ameritech representative will specify in a "first come-first served" nondiscriminatory manner, the assignment location of the conduit/innerduct to be occupied by CLEC.

7.10.6 Modification

Any modification, other than routine maintenance, of CLEC's attachments will require a new Occupancy Permit.

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7.11 CLEC Attachment Placement - Poles

CLEC shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on Ameritech poles.

7.11.1 Placement of Attachment Due Date

After all Make Ready Work has been completed and CLEC has received the Occupancy permit in CLEC has one hundred and eighty (180) days to complete placement of its attachments on the poles. If placement is not made within one hundred and eighty (180) days the Permit will expire. Pole rental rates will apply during the one hundred and eighty (180) days period.

7.11.2 Additional Requirement for CLEC

CLEC:

(a) may place only those attachments approved in the Occupancy Permit.

(b) must maintain its attachments in accordance with Section 7.9 CLEC Installation and Maintenance Standards of this document.

7.11.3 Attachment Location

The ASAC with input of CLEC, will assign in a nondiscriminatory fashion , the attachment location on the pole .

7.11.4 Modifications

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

7.11.5 Service Wire, Splice and Terminal Mounting

CLEC's service wires, splices, and terminals must be strand-mounted. Service wire attachments do no require an Occupancy Permit.

Ameritech will consider a request from CLEC to mount terminals on Ameritech poles in a non-discriminatory manner with other attaching parties.

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7.12 Maintenance

7.12.1 Maintenance of Conduit

(a) CLEC will be allowed to enter an Ameritech Structure with an Ameritech representative present, after providing forty-eight (48) hours written notification to Ameritech, for scheduling purposes (facsimiles are acceptable), which includes:

(i) manholes to be entered and locations of each manhole

(ii) nature of the proposed work

(iii) and time required for proposed work

(b) All reasonable and actual charges for the Ameritech representative will be billed to CLEC. Ameritech will provide a rate sheet to CLEC upon CLEC's request.

7.12.2 Poles

CLEC may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the Ameritech Representative present, however, CLEC must notify the ASAC prior to entering any structure.

7.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For more detailed information on Disaster Recovery see Section 2, General, of this document.

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), it's facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. Ameritech will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

1st Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.

2nd Restoration of essential NSEP services identified with a TSP restoration code of 1.

3rd Restoration of emergency NSEP services identified with a TSP restoration code of "E".

4th Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, ,4, and 5; in order.

5th Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.

6th Interoffice services for communities which are isolated.

7th Services for customers highly dependent on telecommunication.

8th Other Business services.

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9th Residential services.

10th Unassigned Circuits.

The restoration process that will be followed once Ameritech or CLEC or another TC is that the first group to arrive on site should use the following damage site assessment sequence for all cases:

(a) Assess the extent of damage.

(b) Determine required work groups.

(c) Determine tools and materials.

(d) Ascertain damaging party information, as indicated on Ameritech's form 1140, including photographs if possible.

(e) Document any other pertinent information.

(f) Ameritech form 1140 must be submitted to the Ameritech Claims Organization within 48 hours of occurrence.

(g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to Ameritech, CLEC and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

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7.13 Unauthorized Attachments

7.13.1 Unauthorized Attachments

If any of CLEC's communications facilities shall be found attached to Ameritech's poles or in Ameritech's ducts or conduits for which no Occupancy Permit was issued, Ameritech will provide notice to CLEC in writing and CLEC must correct such noncompliance within ninety (90) days of receipt of such notice.

7.13.2 Determination of Applicable Charges

See Issues in Dispute, 7-1 - Structure Modification, as it relates to Unauthorized Attachments

7.13.3 No Ratification or Waiver

No act or failure to act by Ameritech with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by Ameritech of any of its rights or privileges under this Agreement or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

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7.14 Fees

7.14.1 Cost Recovery

CLEC will reimburse Ameritech for all costs associated with Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by Ameritech and CLEC.

7.14.2 Ameritech Cost Estimate

Ameritech personnel will estimate the cost to perform any Ameritech Structure Records preparation work, Field Survey, and/or Make Ready Work required to process CLEC's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. CLEC must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

7.14.3 Attachment Rental Fees

In addition to the above, CLEC shall pay any applicable attachment rental fees per the Interconnection Agreement.

7.14.4 Structure Bill True-Up

(a) If billing is a fixed charge, any extras to the original estimate due to requests from CLEC or unforeseen circumstances will be approved by CLEC before they are added to the bill.

(b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, CLEC will be refunded the difference at job completion. If the actual charges exceed the deposit, CLEC will be billed the difference.

(c) If there are questions on any bills, CLEC will send written questions to the ASAC. The ASAC will coordinate with the Ameritech departments involved to provide answers to CLEC to resolve the issues.

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7.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to Ameritech's Structure which add capacity to the Structure (N*eed to agree and define "adding capacity" - Open Issue)*. All terms surrounding Modification work apply equally to all attaching parties including Ameritech. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

7.15.1 Notification of a Modifications

If a Structure Access Request results in Ameritech making modifications that add capacity to Ameritech Structure, pursuant to the applicable Interconnection Agreement:

(a) Ameritech shall notify all parties who are currently attached to the structure.

(b) These parties will have sixty (60) days to indicate if they wish to participate in the modification.

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7.16 Limitations on Structure Access Requests

The availability of Ameritech's Structure per CLEC's attachments is subject to Articles 16.1 and 16.3 of the *Interconnection Agreement*.

7.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue Priority.

7.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal Ameritech work loads and do *not* apply to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.16.3 Limitation of Scope

There will be no limits on engineering requests per office. Intervals will be adjusted due the changes in requests or delays caused by CLEC.

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7.17 Additional Structure Planning

7.17.1 Meeting to Review Growth Forecast

At the reasonable request of CLEC, the ASAC will meet with CLEC to review a two (2) year forecast of growth requirements for attachments to Ameritech Structure.

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7.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

Table 7-1. CLEC/Ameritech Contact List

CLEC	Ameritech
Z-Tel Communications, Inc. Ron Walters 601 S. Harbour Island Blvd. Suite 220 Tampa, FL 33602 phone 813-233-4638 fax 813-233-4534	Sam Hall Ameritech Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0116 fax (248) 424-0111 [All states]
Z-Tel Communications, Inc. Ron Walters 601 S. Harbour Island Blvd. Suite 220 Tampa, FL 33602 phone 813-233-4638 fax 813-233-4534	ASAC Manager Galen Hawkens 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111
Z-Tel Communications, Inc. Ron Walters 601 S. Harbour Island Blvd. Suite 220 Tampa, FL 33602 phone 813-233-4638 fax 813-233-4534	Gerry Agnew Manager - Structure Access/ROW N17 W24300 Riverwood Drive Floor 3 Waukesha, WI 53188 phone (414) 523-7016 fax (414) 523-7016 pager: (414) 557-5366
Z-Tel Communications, Inc. Ron Walters 601 S. Harbour Island Blvd. Suite 220 Tampa, FL 33602 phone 813-233-4638 fax 813-233-4534	

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7.19 Performance Standards

See Plan-for-Plan 7-1, “Performance Standards” and Plan-for-Plan 7-2, “Comparable Treatment” in the overview at the beginning of this section.

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7.20 Exhibits

Responsibility

Forms used by Ameritech Structure Access Center as a means to communicate between Ameritech and CLEC, will be developed and maintained by Ameritech.

Table 7-2. Ameritech Structure Access Forms

The following is a current list of forms to be used.	
RC-1	Information Access Request - Structure Records
C-1	Structure Access Request - Ducts and Conduit
C-1 Actual	Structure Access Request - Poles
C-2	Conduit Data Sheet
C-2-1	Conduit Data Sheet (Continuation of C-2)
P-1	Structure Access Request - Poles
P-1 Actual	Structure Access Request - Poles
P-2	Pole Data Sheet
P-2-1	Pole Data Sheet - (Continuation of P-2)
A-1	Estimate for Make Ready Work/Billing Authorization
A-1 Actual	Estimate for Make Ready Work/Billing Authorization
R-1	Structure Access Request - Rights-of-Way
R-2	Rights-of-Way Data Sheet
R-2-1	Rights-of-Way Data Sheet - (Continuation of R-2)
RC-1	Information Access Request - Structure Records
N-1	Notice of Proposed Modification to Structure
N-2	Notice of Proposed Attachment to Structure
N-3	Notice of Vested Interest in Structure
Forms will be added or modified as required.	

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APPENDIX TO ARTICLE XVI

SCHEDULE 33.1
ADDITIONAL OPERATIONAL SUPPORT

1.0 Introduction

1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2.1 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Wisconsin.

2.0 Contiguous Connection of Unbundled Network Elements

2.1 When CLEC orders Unbundled Network Elements or Combinations thereof that are currently connected and functional, such Elements and Combinations will remain connected and functional without any disconnection and without loss of feature capability. This will be known as Contiguous Connection of Unbundled Network Elements. There will be no charge for providing such connection, other than the recurring and nonrecurring charges applicable to the elements included in the combination and the electronic service order charge as specified in the **Pricing Schedule**.

2.2 "Contiguous Network Connection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC-AMERITECH Unbundled Network Elements required to convert an SBC-AMERITECH retail end-user customer or an CLEC resale customer to CLEC service using Unbundled Network Elements: (a) without any change in features or functionality that was being provided by SBC-AMERITECH on a retail basis or by CLEC on a resale basis, to the extent of the Unbundled Network Elements being used to provide such retail or resold service at the time of the order, or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after

customized routing has been established to an CLEC OS/DA platform from the relevant SBC-AMERITECH local switch, including CLEC's payment of all applicable charges to establish that routing). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC-AMERITECH local switch. SBC-AMERITECH will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC-AMERITECH end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

3.0 Additional Terms For Provisioning

3.1 Provisioning for Resale Services and UNEs in SBC-AMERITECH:

3.1.1 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. SBC-AMERITECH will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-AMERITECH shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

3.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same

period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

3.1.3 At CLEC's request, SBC-AMERITECH will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

3.1.4 Where SBC-AMERITECH provides installation on behalf of CLEC, SBC-AMERITECH shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.

3.2 Provisioning of CHC and FDT Orders:

3.2.1 SBC-AMERITECH agrees that CLEC may use SBC-AMERITECH Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.

3.2.2 CLEC shall order these services from SBC-AMERITECH by delivering to SBC-AMERITECH a valid Local Service Request (LSR), and SBC-AMERITECH shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

3.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC-AMERITECH cannot comply with the request, in its FOC, SBC-AMERITECH will designate a due date that SBC-AMERITECH commits to meet.

3.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

3.2.5 SBC-AMERITECH shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between SBC-AMERITECH main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC-AMERITECH no later than 24 hours prior to the cut. If SBC-SWBT finds problems during pre-testing, SBC-AMERITECH shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

3.2.6 For CHC orders, CLEC shall call SBC-AMERITECH to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

3.2.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into **Article XXXII** of this Agreement.

4.0 Maintenance/Repair

4.1 SBC-AMERITECH shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.

4.2 In the event SBC-AMERITECH misses a scheduled repair appointment on behalf of CLEC, SBC-AMERITECH will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

4.3 SBC-AMERITECH shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC-AMERITECH retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a SBC-AMERITECH end user.

4.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-AMERITECH shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC-AMERITECH currently provides for the maintenance of its own network. SBC-AMERITECH shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

4.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-AMERITECH shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC-AMERITECH on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC-AMERITECH shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that SBC-AMERITECH shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

4.6 SBC-AMERITECH shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, SBC-AMERITECH will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and SBC-AMERITECH end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

4.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair

4.8 Maintenance charges for premises visits by SBC-AMERITECH technicians shall be billed by SBC-AMERITECH to CLEC and not by SBC-AMERITECH to CLEC's end user. All forms, business cards or other materials furnished by SBC-AMERITECH technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC-AMERITECH technician arrives, the SBC-AMERITECH technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC, pursuant to **Article XXXII, Section 3.14**. The SBC-AMERITECH technician will not leave on the premises a SBC-AMERITECH-branded "not-at-home" card.

5.0 Local Account Maintenance

5.1 SBC-AMERITECH shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from SBC-AMERITECH) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

6.0 Change in Service Provider

6.1 If an end user notifies SBC-AMERITECH or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

6.2 When a CLEC end user (for which CLEC purchases resale services or UNEs from SBC-AMERITECH) changes or withdraws authorization to provide service, CLEC shall provide, upon request by SBC-AMERITECH, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the SBC-AMERITECH telephone number (or, if none, the end user's circuit ID), SBC-AMERITECH billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

SCHEDULE 31.10
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

31.10 Additional Requirements Applicable to Physical Collocation.

1. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements for the space, CLEC shall provide space, as requested by SBC-AMERITECH, to meet SBC-AMERITECH's needs for placement of equipment necessary for Interconnection.

2. CLEC shall provide to SBC-AMERITECH any intraoffice facilities that SBC-AMERITECH requests and that CLEC provides by tariff or contract to any carrier.

3. SBC-AMERITECH may provide basic telephone service with a connection jack for the Collocated space.

4. CLEC shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for SBC-AMERITECH's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

5. CLEC shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for SBC-AMERITECH personnel and its designated agents.

6. CLEC shall provide all ingress and egress of fiber cabling to SBC-AMERITECH Collocated spaces in compliance with SBC-AMERITECH's request for cable diversity. The specific level of diversity required for each site will be provided in the request for Collocation. SBC-AMERITECH will pay any additional costs incurred by CLEC to meet any special diversity requirements of SBC-AMERITECH which are beyond those normally provided by CLEC.

7. CLEC shall provide SBC-AMERITECH with written notice five (5) Business Days prior to those instances where CLEC or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. CLEC will inform SBC-AMERITECH by telephone of any emergency-related activity that CLEC or its subcontractors may be performing that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. Notification of any emergency-related activity shall be made as soon as practicable after CLEC learns that such emergency activity is necessary and will be subject to the Emergency Notification Process agreed upon by the Implementation Team. To the extent that the Emergency Notification Process requires CLEC to incur additional costs, SBC-AMERITECH shall reimburse CLEC for such costs.

8. SBC-AMERITECH shall not be required by CLEC to relocate its equipment during the Initial Term or any Renewal Term. If SBC-AMERITECH, at CLEC's request, agrees to relocate its

equipment, then CLEC shall reimburse SBC-AMERITECH for any and all costs reasonably associated with such relocation.

9. Should CLEC sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CLEC shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this **Schedule 31.10** refers to any electrical power source supplied by CLEC for SBC-AMERITECH equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. CLEC will supply power to support SBC-AMERITECH equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CLEC shall supply power to SBC-AMERITECH at parity with that provided by CLEC to itself or to any third person. If CLEC's performance, availability, or restoration falls below industry standards, CLEC shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements of this Agreement, CLEC shall provide power to meet SBC-AMERITECH's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both SBC-AMERITECH's power equipment and CLEC power equipment supporting SBC-AMERITECH's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. CLEC will provide SBC-AMERITECH with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to SBC-AMERITECH equipment located in the CLEC facility. CLEC shall provide SBC-AMERITECH prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

16. CLEC shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. Other than reasonable security restrictions, CLEC shall place no restriction on access to the SBC-AMERITECH Collocated space by SBC-AMERITECH's employees and designated agents. Such space shall be available to SBC-AMERITECH designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CLEC places on its own personnel or independent contractors.

18. For each building in which Collocated space is provided and upon request by SBC-AMERITECH for that building, CLEC will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by SBC-AMERITECH. SBC-AMERITECH may provide this questionnaire with its request for Collocation and CLEC shall return it or the applicable certification to SBC-AMERITECH within ten (10) Business Days after CLEC's receipt thereof.

19. CLEC power equipment supporting SBC-AMERITECH's equipment shall:

    (a) Provide appropriate Wire Center ground, connected to a ground electrode located within the SBC-AMERITECH collocated space, at a level above the top of SBC-AMERITECH's equipment plus or minus two (2) feet to the left or right of SBC-AMERITECH's final request; and

    (b) Provide feeder capacity and quantity to support the ultimate equipment layout for SBC-AMERITECH equipment upon completion of the equipment node construction in accordance with SBC-AMERITECH's request for Collocation.

20. CLEC shall within thirty (30) days of the effective date of the First Amendment provide to SBC-AMERITECH: (i) work restriction guidelines related to any restrictions on the manner in which an SBC-AMERITECH contractor can perform work on CLEC's Premises, and (ii) a list of CLEC technical guidelines applicable to the collocation of equipment in CLEC's Premises. SBC-AMERITECH acknowledges that it is responsible to order such technical guidelines at its cost and expense. CLEC will notify SBC-AMERITECH in a timely manner of any changes to such work restriction and technical guidelines.

SCHEDULE 31.7
Additional Rules and Regulations

31.7 Additional Rules and Regulations.

1. SBC-AMERITECH will be responsible for notifying CLEC of any significant outages of SBC-AMERITECH's equipment which could impact any of the services offered by CLEC, and provide estimated clearing time for restoration.

2. SBC-AMERITECH is responsible for coordinating with CLEC to ensure that services are installed in accordance with the service request.

3. SBC-AMERITECH is responsible for testing, if necessary, with CLEC to identify and clear a trouble when the trouble has been sectionalized (isolated) to an SBC-AMERITECH-provided service.

4. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, SBC-AMERITECH shall obtain CLEC's written approval of SBC-AMERITECH's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. CLEC may request additional information before granting approval and may require scheduling changes. SBC-AMERITECH must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

5. CLEC has the right to inspect SBC-AMERITECH's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If SBC-AMERITECH is found to be in non-compliance with the terms and conditions of this Schedule, SBC-AMERITECH must modify its installation to achieve compliance. CLEC will notify SBC-AMERITECH in advance of such inspections, and SBC-AMERITECH shall have the right to be present at the time of the inspection.

SCHEDULE 16.10
3D AND CONDO AGREEMENTS

16.10.1 Easement and Building Operating Agreement between Wisconsin Bell Telephone Co. and CLEC and associated agreements for 316 W. Washington Ave., Madison, WI.

SCHEDULE 12.16
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

12.16.1 The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations, and CLEC's compliance with the applicable request process and payment requirements for the space, SBC-AMERITECH shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements on an unbundled basis.

2. SBC-AMERITECH shall allow requests for contiguous space in increments of 50 ft^2 for caged or the square footage of one (1) standard bay ten (10) square feet or one (1) cabinet (eighteen (18) square feet) for cageless if the space is not subject to outstanding requests by other Telecommunications Carriers or otherwise utilized or reserved.

3. Other than reasonable security restrictions, SBC-AMERITECH shall place no restriction on access to the CLEC Collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those SBC-AMERITECH places on its own personnel or independent contractors.

4. For each building in which Collocated space is provided and upon request by CLEC for that building, SBC-AMERITECH will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by CLEC. CLEC may provide this questionnaire with its request for Collocation and SBC-AMERITECH shall return it or the applicable certification to CLEC within ten (10) Business Days after SBC-AMERITECH's receipt thereof.

5. SBC-AMERITECH shall permit CLEC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by CLEC's work center; provided, however, that no such CLEC-installed equipment shall interfere with the existing use of the Central Office.

6. SBC-AMERITECH shall construct the Collocated space in compliance with CLEC's reasonable request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by CLEC at prices to be determined.

7. CLEC shall not require advance approval from SBC-AMERITECH to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power and that do not affect SBC-AMERITECH's or other collocators' access to or operation of their equipment.

8. Central Office power supplied by SBC-AMERITECH into the CLEC equipment area shall be supplied in the form of fused power feeds from SBC-AMERITECH's main power distribution board to CLEC's BDFB located in the designated CLEC equipment area. The power feeders (cables) shall

efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

9. SBC-AMERITECH power equipment supporting CLEC's equipment shall:

(a) Provide appropriate and reasonable Central Office ground, connected to a ground electrode located within the CLEC Collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

(b) Provide reasonable feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

10. SBC-AMERITECH shall within ten (10) Business Days after the initial walkthrough provide CLEC with documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses.

11. SBC-AMERITECH shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12. SBC-AMERITECH shall within thirty (30) days of the Effective Date provide to CLEC: (i) work restriction guidelines related to any restrictions on the manner in which an CLEC contractor can perform work on SBC-AMERITECH's Premises, and (ii) a list of SBC-AMERITECH technical guidelines applicable to the collocation of equipment in SBC-AMERITECH's Premises. CLEC acknowledges that it is responsible to order such technical guidelines at its cost and expense. SBC-AMERITECH will notify CLEC in a timely manner of any changes to such work restriction and technical guidelines. Any SBC-AMERITECH work restriction or technical guideline that exceeds or differs from industry standards shall be subject to CLEC review and acceptance. In addition, technical guideline may not be more restrictive than those applied to SBC-AMERITECH’s own equipment in SBC-AMERITECH’s premises.

SCHEDULE 12.15.2
REDUCED INTERVALS

12.15.2.1 The following requirements are applicable to CLEC's request for augments to existing Physical Collocation space:

1. SBC-AMERITECH will provide reduced intervals for collocators with existing Physical Collocation space that request the following interconnection augments. CLEC must submit to SBC-AMERITECH's Interexchange Carrier Service Center ("ICSC") a completed application for a subsequent job. For the reduced build-out interval to apply this application must include an up-front payment of the non-recurring application fee from Section 21.1 of this tariff and fifty percent (50%) of all applicable tariffed non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

2. Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: fifteen (15) calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required.

3. The above fifteen (15) calendar day interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

4. Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks and existing): thirty (30) calendar days.

- 84 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or non-shielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

5. The above thirty (30) calendar days interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or non-shielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

6. Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): sixty (60) calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SBC-AMERITECH will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet.

7. The above sixty (60) calendar days interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

8. Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC-AMERITECH bays, SBC-AMERITECH cable racks and/or cage expansions within active central office space different than described above will require CLEC to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed ninety (90) days. SBC-AMERITECH will work construction intervals for other augments not specifically provided for above.

9. The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated into the tariff. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the tariff.

SCHEDULE 12.15
COMMON REQUIREMENTS

12.15.1 The following requirements are applicable to both Physical and Virtual Collocation:

1. Intentionally left blank.

2. SBC-AMERITECH shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, STS-1, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.

3. CLEC may request basic telephone service with a connection jack for the CLEC Physical Collocated space.

4. SBC-AMERITECH shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space and equipment. These environmental conditions shall comply with Telecordia Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

5. SBC-AMERITECH shall provide access, where available to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility**,** on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

6. SBC-AMERITECH shall provide all ingress and egress, of fiber cabling to CLEC Collocated spaces in compliance with CLEC's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. CLEC will pay any additional costs incurred by SBC-AMERITECH to meet any special diversity requirements of CLEC which are beyond those normally provided by SBC-AMERITECH.

7. SBC-AMERITECH shall provide CLEC with written notice five (5) Business Days prior to those instances where SBC-AMERITECH or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. SBC-AMERITECH will inform CLEC by telephone of any emergency-related activity that SBC-AMERITECH or its subcontractors may be performing that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. Notification of any emergency-related activity shall be made as soon as practicable after SBC-AMERITECH learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires SBC-AMERITECH to incur additional costs, CLEC shall reimburse SBC-AMERITECH for such costs.

8. CLEC shall not be required by SBC-AMERITECH to relocate its equipment during the Initial Term or any Renewal Term, unless relocation is necessary to comply with Federal or State orders or to

protect CLEC's, SBC-AMERITECH's or other Collocators' assets. If CLEC, at SBC-AMERITECH's non-vital request, agrees to relocate its equipment, then SBC-AMERITECH shall reimburse CLEC for any and all costs reasonable associated with such relocation.

9. Should SBC-AMERITECH sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, SBC-AMERITECH shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by SBC-AMERITECH for CLEC equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. SBC-AMERITECH will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. SBC-AMERITECH shall supply power to CLEC at parity with that provided by SBC-AMERITECH to itself or to any third person. If SBC-AMERITECH performance, availability, or restoration falls below industry standards, SBC-AMERITECH shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, SBC-AMERITECH shall provide power to meet CLEC's reasonable needs for placement of equipment, Interconnection, or provision of service for purposes of interconnection and access to UNEs.

12. Both CLEC's power equipment and SBC-AMERITECH power equipment supporting CLEC's equipment shall comply with all applicable state and industry standards **(e.g.,** Telecordia and NEBS) for equipment installation, cabling practices, and physical equipment layout.

13. SBC-AMERITECH will provide CLEC with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of causing an outage or any type of power disruption to CLEC equipment located in the SBC-AMERITECH facility. SBC-AMERITECH shall provide CLEC prompt notification (within one (1) hour) by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Telecordia Network Equipment-Building System **("NEBS")** standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC-AMERITECH.

15. Cabling shall adhere to Telecordia Network Equipment-Building System (**"NEBS"**) standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC-AMERITECH.

16. SBC-AMERITECH shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. SBC-AMERITECH shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide CLEC with a copy of any existing drawings showing CLEC's proposed Collocation space and any related SBC-AMERITECH facilities, and provide information relating to measurements for necessary CLEC cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as SBC-AMERITECH charges other Telecommunications providers for the provision of the foregoing drawings and information, CLEC shall reimburse SBC-AMERITECH for the costs, if any, incurred by SBC-AMERITECH to provide CLEC with such drawings and information.

SCHEDULE 12.12
DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from SBC-AMERITECH, CLEC shall send written verification that it still requires each Collocation space requested on CLEC's application for which space is available. This written notification is CLEC's firm order for service for each Collocation space requested. CLEC's written notification shall be accompanied by CLEC's payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the **"Initial** COBO **Payment"**), and all non-recurring and applicable recurring charges. Delayed payment of the Initial COBO Payment or other applicable charges may delay the actual service date.

1.2 So long as CLEC has a satisfactory credit rating with SBC-AMERITECH for the twelve (12) month period preceding the date of CLEC's request for Collocation pursuant to **Section 12.12**, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
Upon completion of space conditioning and before turnover:	50% of COBO charges

If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC shall pay the COBO charges in accordance with the provisions of SBC-AMERITECH's applicable tariff.

1.3 CLEC will begin paying for the space on Occupancy Date by CLEC if the space is ready (pursuant to the original collocation application) prior to the Committed Delivery Date or on the actual delivery date if such date is after the committed due date.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space. Physical Collocation will be provided subject to the following provisions:

2.1 CLEC will be responsible for any extraordinary costs incurred by SBC-AMERITECH to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. SBC-AMERITECH will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. SBC-AMERITECH must advise CLEC if extraordinary costs will be incurred within twenty (20) Business Days of CLEC's request for space. Otherwise, CLEC will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

SBC-AMERITECH shall allocate space preparation, security measures and other collocation charges on a pro-rated basis in order to insure that when CLEC is the first entrant into SBC-AMERITECH's premises, CLEC does not bear the entire cost of site preparation. SBC-AMERITECH shall partition the costs by comparing, for example the amount of conditioned space actually occupied by CLEC with the overall space conditioning expenses.

SBC-AMERITECH shall provide to CLEC a written proposal which covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date. CLEC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to SBC-AMERITECH. Upon receipt of CLEC's signed proposal, SBC-AMERITECH will begin the work and charge CLEC for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 CLEC will be responsible for notifying SBC-AMERITECH of any significant outages of CLEC's equipment which could impact any of the services offered by SBC-AMERITECH, and provide estimated clearing time for restoration.

2.3 CLEC is responsible for coordinating with SBC-AMERITECH to ensure that services are installed in accordance with the service request.

2.4 CLEC is responsible for testing, if necessary, with SBC-AMERITECH to identify and clear a trouble when the trouble has been sectionalized (isolated) to an CLEC-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain SBC-AMERITECH's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. SBC-AMERITECH may request additional information before granting approval and may require scheduling changes. CLEC must submit written plans for equipment to be installed in the Collocation space prior to commencing installation. If the request is not specifically rejected by SBC-AMERITECH within 20 days of receipt, the request is considered approved. All work performed will be in accordance with SBC-AMERITECH installation guidelines and, with respect to the rights of other collocators, SBC-AMERITECH, and consistent with other provisions of this Agreement.

2.6 SBC-AMERITECH has the right to inspect CLEC's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If CLEC is found to be in non-compliance with the terms and conditions of this Schedule, CLEC must modify its installation to achieve compliance within a reasonable amount of time as suggested by the circumstances. SBC-AMERITECH will notify CLEC in advance of such inspections, and CLEC shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 SBC-AMERITECH shall install, maintain, remove and/or repair all Virtual Collocation equipment.

3.2 SBC-AMERITECH shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified from CLEC's remote location.

3.3 SBC-AMERITECH and CLEC shall jointly develop procedures for escalation and expedited requests for maintenance of intraoffice facilities.

3.4 CLEC shall remotely monitor environmental and power alarms from a remote location. All remote monitoring will be done in accordance with and as allowed for by Federal Law, the FCC and local guidelines.

3.5 SBC-AMERITECH may allow (at SBC-AMERITECH's) sole option) CLEC employees or equipment vendors under contract to CLEC to install updates, including software updates, change notices and certain intrusive maintenance (e.g., extensive trouble shooting and repair) while under escort by an SBC-AMERITECH employee. CLEC agrees to pay for such escort services based on SBC-AMERITECH's standard hourly rates for the type of personnel selected by SBC-AMERITECH to act as the escort.

3.6 SBC-AMERITECH shall, consistent with other sections of this Agreement, use the latest documentation provided by CLEC in either hard copy or electronic form when performing work on CLEC equipment.

3.7 SBC-AMERITECH shall, consistent with other sections of this Agreement, follow applicable CLEC guidelines when working on CLEC equipment.

SCHEDULE 12.9.1
PHYSICAL COLLOCATION SPACE RESERVATION

12.9.1.1 Space for Physical Collocation may be reserved on the following basis:

1. CLEC may reserve additional space in an SBC-AMERITECH Central Office in which it has (or is ordering) for Physical Collocation for permitted telecommunications-related equipment.

2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge"), and all applicable recurring charges that may be charged for withholding the space from use either by other collocators or SBC-AMERITECH. No payment will be made until it is confirmed by SBC-AMERITECH that the requested collocation space is available.

3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of SBC-AMERITECH by CLEC in the particular Central Office.

4. The reservation takes a priority based on the time at which it is made.

5. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time.

6. In a Central Office, SBC-AMERITECH may reserve space on the following conditions:

   The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service – including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

   The total amount of space reserved cannot exceed the amount of space SBC-AMERITECH is currently using in the Central Office.

   SBC-AMERITECH will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

7. SBC-AMERITECH shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunicating Carriers shall be required to enforce its reservations. In that case, SBC-AMERITECH will impute the floor space charge to the operations for which the space is reserved.

8. If SBC-AMERITECH incurs costs that it would not otherwise have incurred in order to remove obsolete and unused equipment from its central office to make collocation space available to CLEC, CLEC will compensate SBC-AMERITECH for those costs.

SCHEDULE 10.9.1
CREDIT ALLOWANCES
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10.9.1 Credit Allowances.

1. In the event of an interruption to the service provided pursuant to any of **Schedule 10.9.1** by a Party (the **"Providing Party"**) to the other Party (the **"Receiving Party"**) which is not due to the negligence or willful act of Receiving Party or its Customer, upon notice and application by Receiving Party an allowance will be made for the time interruption continues.

2. The liability of Providing Party for any credit allowance arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Providing Party, occurring in the course of furnishing service or other facilities and not caused by the negligence of Receiving Party or of Providing Party in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Receiving Party for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission or failure or defect in facilities occurs.

   The services furnished by Providing Party, in addition to the limitation set forth preceding, also are subject to the following limitation: Providing Party shall not be liable for any credit allowance arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including injuries to persons or property from voltages or currents transmitted over the service of Providing Party: (a) caused by Receiving Party or Receiving Party Customer-provided equipment (except where a contributing cause is the malfunctioning of a Providing Party connecting arrangement, in which event the liability of the Providing Party shall not exceed an amount equal to a proportional amount of Providing Party billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Receiving Party or Receiving Party Customer-provided equipment but which would have been prevented had Providing Party-provided equipment been used.

3. When the lines of other telecommunication providers or facilities of other persons are used in establishing connections to points not reached by the Providing Party's lines, the Providing Party is not liable for any act or omission of the other provider or persons.

SCHEDULE 9.5
PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements. Provision of Network Elements is in accordance with **Article XXXIII** and **Schedule 33.1**.

SCHEDULE 9.3
UNE-PLATFORM

9.3.1 CLEC, in seeking to provide local exchange service to End Users through the use of multiple SBC-AMERITECH UNEs, may combine UNEs and order combinations of UNEs from SBC-AMERITECH. Where the UNEs are ordered separately, CLEC is responsible for performing the functions necessary to combine the UNEs it requests from SBC-AMERITECH. Where those UNEs are ordered in a combination, as specified in **Article IX**, SBC-AMERITECH is responsible for combining those UNEs.

SCHEDULE 9.2.8
SIGNALING NETWORKS AND CALL-RELATED DATABASES

9.2.8 Signaling Network and Call-Related Databases.

9.2.8.1 Signaling Transfer Points. A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.2.8.2 Technical Requirements.

9.2.8.2.1 STPs shall provide access to all other Network Elements connected to SBC-AMERITECH SS7 network. These include:

9.2.8.2.1.1 SBC-AMERITECH Local Switching or Tandem Switching;

9.2.8.2.1.2 SBC-AMERITECH Service Control Points/Databases;

9.2.8.2.1.3 Third-party local or tandem switching systems; and

9.2.8.2.1.4 Third-party-provided STPSs.

9.2.8.2.2 The connectivity provided by SBC- AMERITECH STPs shall support the signaling functionalities of all Network Elements connected to the SBC-AMERITECH SS7 network. This explicitly includes the use of the SBC-AMERITECH SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the SBC- AMERITECH SS7 network (i.e., transient messages). When the SBC-AMERITECH SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.2.8.2.3 If an SBC-AMERITECH Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLEC local switch and third party local switch, the SBC-AMERITECH SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the SBC-AMERITECH STPSs, based upon the routing instruction provided in each message.

9.2.8.2.4 STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.2.8.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.2.8.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.2.8.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.2.8.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4.

9.2.8.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on SBC- AMERITECH STPSs.

9.2.8.2.7 Signaling Transfer Points (STPs)

9.2.8.2.7.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

9.2.8.2.7.2 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SBC-AMERITECH designated STP pair to a SBC-AMERITECH STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. The Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

9.2.8.2.7.3 In such instance as CLEC utilizes SBC-AMERITECH's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SBC-AMERITECH SS7 signaling on a per call basis.

9.2.8.2.8 STP Technical Requirements

9.2.8.2.8.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-AMERITECH SS7 network: SBC-AMERITECH Local Switching or Tandem Switching; SBC- AMERITECH Service

Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

9.2.8.2.8.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SBC-AMERITECH STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the SBC-AMERITECH SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests SBC-AMERITECH add GTT type information for message routing, in connection with its use of unbundled signaling.

9.2.8.2.9 Interface Requirements

9.2.8.2.9.1 SBC-AMERITECH will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.8.2.9.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SBC-AMERITECH will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

9.2.8.2.9.3 SBC-AMERITECH will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

9.2.8.2.10 STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

9.2.8.2.10.1 MTP Routing Verification Test (MRVT); and

9.2.8.2.10.2 SCCP Routing Verification Test (SRVT).

9.2.8.2.11 Intentionally left blank.

9.2.8.2.12 STPs shall operate in accordance with the following requirements:

9.2.8.2.12.1 MTP Performance, as specified in ANSI T1.111.6; and

9.2.8.2.12.2 SCCP Performance, as specified in ANSI T1.112.5.

9.2.8.3 SS7 Transport.

9.2.8.3.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps circuits between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2.8.3.2 In SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by the SBC- AMERITECH STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

9.2.8.3.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-AMERITECH's STP.

9.2.8.3.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

9.2.8.4 Dedicated Signaling Links.

9.2.8.4.1 Each signaling link is a set of dedicated 56Kbps (or higher speed) circuits between CLEC STPs or switches and the SBC-AMERITECH STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in the SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the SBC-AMERITECH STP to which the link is connected. Dedicated Signaling Links are

available to CLEC for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

9.2.8.4.2 Dedicated Signaling Links include the following elements:

9.2.8.4.2.1 SS7 Link Cross Connect. The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-AMERITECH STP building and connects the STP Port Termination to the CLEC SPOI.

9.2.8.4.2.2 STP Port Termination. The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SBC-AMERITECH STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-AMERITECH STP.

9.2.8.4.2.3 STP Access Link. The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP location.

9.2.8.4.3 CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the SBC-AMERITECH STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

9.2.8.4.4 CLEC shall identify to SBC-AMERITECH the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-AMERITECH shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

9.2.8.4.5 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

9.2.8.4.6 Dedicated Signaling Links are subject to SBC-AMERITECH compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE. Technical Publication AM-TR-OAT000069 will apply in addition to the documents referenced above. Each individual set of links from CLEC switch to SBC-AMERITECH STP will require a pre-ordering meeting to exchange and schedule testing certification by SBC-AMERITECH.

9.2.8.4.7 Technical Requirements.

9.2.8.4.7.1 Dedicated Signaling Link shall consist of full duplex mode 56 Kbps transmission paths.

9.2.8.4.7.2 Dedicated Signaling Link shall perform in the following two (2) ways:

a) As an "A-link" which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

b) As a "D-link" which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

9.2.8.4.7.3 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities, CLEC-provided facilities or through CLEC purchase of an SBC- AMERITECH dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

9.2.8.4.7.4 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the SBC-AMERITECH SS7 Signaling Network, CLEC may purchase dedicated signaling links to each STP of a mated pair of STPs.

9.2.8.4.7.5 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. SBC-AMERITECH will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

9.2.8.4.7.6 When CLEC requests that SBC-AMERITECH add a Signaling Point Code (SPC), CLEC will identify to SBC-AMERITECH the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the **Pricing Schedule** (UNE pricing - "Point Code Addition").

9.2.8.4.7.7 CLEC will notify SBC-AMERITECH in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

9.2.8.4.7.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOI. Each 56 Kbps circuit shall appear as a DS0 channel within the DS1 interface.

9.2.8.5 Manner of Provisioning.

9.2.8.5.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

9.2.8.5.2 SS7 Transport

9.2.8.5.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the SBC-AMERITECH STPs, as provided in this **Section 9.8.5.2.1**. SBC-AMERITECH shall provide information to CLEC on the routes and signaling point codes served by the SBC-AMERITECH STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

9.2.8.5.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-AMERITECH "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-AMERITECH "regional" STP pair to another SBC-AMERITECH STP pair.

9.2.8.5.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-AMERITECH has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-AMERITECH does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-AMERITECH pairs of STPs, until ordered. When SBC-AMERITECH or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-AMERITECH signaling network pursuant to the standard requirements of the SS7 protocol.

9.2.8.5.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-AMERITECH mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

9.2.8.5.4 Dedicated Signaling Links

9.2.8.5.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to SBC-AMERITECH to allow SBC-AMERITECH to translate SBC-AMERITECH STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

9.2.8.5.4.2 Signaling links from SBC-AMERITECH mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

9.2.8.5.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

9.2.8.5.4.2.2 "B" Link Sets from CLEC's STPs that are connected to SBC-AMERITECH's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

9.2.8.5.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

9.2.8.5.4.4 A pre-order meeting will define the SBC-AMERITECH facility availability and the degree of diversity in both the SBC-AMERITECH physical network and the CLEC physical network from signaling point to signaling point for the link.

9.2.8.5.4.5 All applicable signaling point codes for each signaling link must be installed at each of SBC-AMERITECH's interconnecting STPs.

9.2.8.5.4.6 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-AMERITECH makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-AMERITECH signaling points.

9.2.8.5.4.7 Provisioning of the SS7 Service is in accordance with SBC-AMERITECH AM-TR-OAT000069 and GR-905-CORE, as amended.

9.2.8.5.5 Use of the STP. When CLEC orders SBC-AMERITECH unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The SBC-AMERITECH Local Switch will use the SBC-AMERITECH SS7 signaling network.

9.2.8.6 Responsibilities of SBC-AMERITECH.

9.2.8.6.1 SBC- AMERITECH shall manage the network and, at its sole discretion, apply protective controls; provided that SBC-AMERITECH promptly notify CLEC of the application of such controls. Protective controls include actions taken

to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-AMERITECH or CLEC facilities, natural disasters, mass calling or national security demands.

9.2.8.6.2 SBC-AMERITECH shall determine the GTT route for messages routed to GTT, which are associated with SBC-AMERITECH signaling points.

9.2.8.6.3 SBC-AMERITECH shall define regional functions and local functions of its STPs. SBC-AMERITECH will route ISUP messages within the SBC-AMERITECH signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

9.2.8.6.4 SBC-AMERITECH shall route messages generated by the action of CLEC throughout the SBC-AMERITECH signaling network as specified within this Schedule. The content of the messages is for the use of signaling points of origination and destination. SBC-AMERITECH will not use any information within messages for any purpose not required by or related to the use of the SBC-AMERITECH signaling network. SBC-AMERITECH will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the SBC-AMERITECH signaling network or as may be required by law.

9.2.8.7 Responsibilities of CLEC.

9.2.8.7.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC-AMERITECH's STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to SBC-AMERITECH the SPC(s) associated with the CLEC set of links.

9.2.8.7.2 CLEC shall identify to SBC-AMERITECH the GTT information for messages that route to CLEC.

9.2.8.7.3 When routing messages addressed to an SBC-AMERITECH Subsystem Number (SSN), CLEC shall use the SBC-AMERITECH defined SSN designation of the SBC-AMERITECH mated STP pair to which the message is routed.

9.2.8.7.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-AMERITECH signaling network.

9.2.8.7.5 CLEC shall furnish to SBC-AMERITECH, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-AMERITECH shall utilize the forecast in its own efforts to project further facility requirements.

9.2.8.7.6 CLEC shall inform SBC-AMERITECH in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SBC-AMERITECH's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

9.2.8.8 Description of Rate Elements SBC-AMERITECH.

9.2.8.8.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

9.2.8.8.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

9.2.8.8.3 Signal Formulation. An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for CLEC to SBC-AMERITECH terminated calls.

9.2.8.8.4 Signal Transport. An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

9.2.8.8.5 Signal Switching An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

9.2.8.8.6 Signal Tandem Switching. An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-

AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

9.2.8.9 Database Services.

9.2.8.9.1 Definition. Call related databases are defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes Call related Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include LIDB, CNAM, toll free number database, and AIN databases.

9.2.8.9.2 Technical Requirements for Call Related Databases.

9.2.8.9.2.1 Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in **Sections 9.2.8.9.2.3** through **9.2.8.9.2.5**, below:

9.2.8.9.2.2 SBC-AMERITECH shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in **Article IX, Section 9.2.8.3** (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

9.2.8.9.2.3 SBC-AMERITECH shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols.

9.2.8.9.2.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

9.2.8.9.2.5 Call related database functionality shall be available at parity.

9.2.8.9.2.6 SBC-AMERITECH shall complete database transactions (i.e., add, modify, delete) for CLEC subscriber records stored in SBC-AMERITECH databases at parity through the processes set forth in **Article XXXIII** (Operations Support Systems) of this Agreement.

9.2.8.9.2.7 SBC-AMERITECH shall provide database maintenance consistent with the maintenance requirements set forth in **Article III** (Interconnection) of this Agreement.

9.2.8.9.2.8 SBC-AMERITECH shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for call related databases as specified in **Article XXVII** (Billing) of this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

9.2.8.9.2.9 SBC-AMERITECH shall provide call related databases in accordance with the physical security requirements set forth in **Article VI** (Network Security) of this Agreement.

9.2.8.9.2.10 SBC-AMERITECH shall provide call related databases in accordance with the logical security requirements set forth in **Article VI** (Network Security) of this Agreement.

9.2.8.9.3 Toll Free Routing Service.

9.2.8.9.3.1 The Toll Free Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Toll Free Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

9.2.8.9.3.2 When Toll Free Routing Service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

9.2.8.9.3.3 SBC-AMERITECH SS7 network is used to transport the query to the SBC-AMERITECH SSP then to the SBC-AMERITECH SCP. Once CLEC's identification is provided, CLEC may use the information to route the toll-free traffic over its network. In these cases, SBC-AMERITECH Switched Access services are not used to deliver a call to CLEC. The toll-free carrier ID data may not be stored for CLEC's future use.

9.2.8.9.4 Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

9.2.8.9.5 Carrier Identification. CLEC may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, CLEC will launch a query to the SBC-AMERITECH database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 9.2.8.9.3** above, with the 800 Carrier Identification service, no routing is performed.

9.2.8.9.6 Number Administration. CLEC, at its option, may elect to use SBC-AMERITECH's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, SBC-AMERITECH will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If CLEC does not select NAS, CLEC will perform the Responsible Organization service.

9.2.8.10 LIDB Database Service.

9.2.8.10.1 LIDB is a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and CLEC's network, and provides return result, return error, and return reject responses as appropriate. Examples of information that Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, and ZIP Code data. The query originator need not be the owner of LIDB data. LIDB also interfaces to administrative systems.

9.2.8.10.2 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-AMERITECH provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in Tariff FCC No. 2.

9.2.8.11 Calling Card Validation.

9.2.8.11.1 SBC-AMERITECH shall permit CLEC to access SBC-AMERITECH's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. SBC-AMERITECH shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query to determine the validity of the billing method requested by the caller.

9.2.8.11.2 Technical Requirements.

9.2.8.11.2.1 SBC-AMERITECH shall enable CLEC to store in SBC-AMERITECH's LIDB any subscriber line number or special billing number

record, whether ported or not, for which the NPA-NXX or NXX-0/lXX group is supported by that LIDB.

9.2.8.11.2.2 SBC-AMERITECH shall perform the following LIDB functions for CLEC's subscriber records in LIDB:

9.2.8.11.2.2.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

9.2.8.11.2.2.2 Calling card validation.

9.2.8.11.2.3 SBC-AMERITECH shall process CLEC's subscriber in a nondiscriminatory manner as compared to SBC-AMERITECH retail customer records with respect to other LIDB functions. SBC-AMERITECH shall indicate to CLEC what additional functions (if any) are performed by LIDB in SBC-AMERITECH's network.

9.2.8.11.2.4 Within two (2) weeks after a request by CLEC, SBC-AMERITECH shall provide CLEC with a list of the subscriber data items which CLEC would have to provide in order to support billed number screening and calling card validation. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

9.2.8.11.2.5 SBC-AMERITECH shall provide CLEC with nondiscriminatory access to LIDB functionality including but not limited to rates of operating deficiencies.

9.2.8.11.2.6 All additions and updates of CLEC data to the LIDB shall be solely at the direction of CLEC. SBC-AMERITECH will process orders from other CLECs or from SBC-AMERITECH for subscribers that choose to migrate from CLEC to another provider.

9.2.8.11.2.7 SBC-AMERITECH shall provide priority updates to LIDB for CLEC data upon CLEC's request to support fraud protection as set forth in **Article VI** (Fraud Control, Network Security and Law Enforcement) of this Agreement.

9.2.8.12 Calling Name Delivery Service.

9.2.8.12.1 SBC-AMERITECH will provide CLEC with access to SBC-AMERITECH's Calling Name Database for CNAM query. CNAM query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS). All CLEC Queries to SBC-AMERITECH's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is

mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-AMERITECH to properly process Queries to its CNAM Database.

9.2.8.12.2 A Customer who subscribes to Caller ID with Name may see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party may also be displayed.

9.2.8.12.3 SBC-AMERITECH shall charge CLEC for the CNAM Query as set forth in the **Pricing Schedule**.

9.2.8.12.4 The signaling interface between the CLEC or other local switch and the toll free number database shall use the TCAP protocol as specified in **Section 9.2.8.3** (SS7 Transport) of this Schedule.

9.2.8.13 Price and Payment.

9.2.8.13.1 CLEC will pay SBC-AMERITECH a per-Query rate for each Query initiated into SBC-AMERITECH's LIDB and/or CNAM Database. CLEC will also pay SBC-AMERITECH a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-AMERITECH's LIDB. These rates are set forth in **Pricing Schedule**.

9.2.8.13.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query. These rates are set forth in the **Pricing Schedule**. This nonrecurring charge applies per point code.

9.2.8.13.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query. The Service Order Nonrecurring Charge is set forth in the **Pricing Schedule**.

9.2.8.13.4 CLEC will make payment to SBC-AMERITECH for LIDB and/or CNAM Database Service based upon the rates set forth in the **Pricing Schedule**. All tariffed rates associated with LIDB and/or CNAM Database Services provided hereunder are subject to change effective with any revisions of such tariffs.

9.2.8.13.5 SBC-AMERITECH will record usage information for CLEC's LIDB and/or CNAM Database Service Queries terminating to SBC-AMERITECH's LIDB. SBC- AMERITECH will use its SCPs as the source of usage data.

9.2.8.13.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be addressed as set forth in Article 27 of this Agreement.

9.2.8.13.7 CLEC will notify SBC-AMERITECH when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.

9.2.8.13.8 SBC-AMERITECH will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in **Sections 9.2.8.13.2** and **9.2.8.13.3**.

9.2.8.13.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-AMERITECH's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-AMERITECH's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.8.13.10 If CLEC operates in more than one (1) State in SBC-AMERITECH's incumbent region, SBC-AMERITECH will apply company-level rates to the LIDB and/or CNAM Database Services provided to CLEC under this Agreement. SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in its incumbent region and an analysis of comparative usage of each state's LIDB and/or CNAM Database information.

9.2.8.14 Ownership of Information.

9.2.8.14.1 Telecommunications companies depositing information in SBC-AMERITECH's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Agreement.

9.2.8.14.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Schedule. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

9.2.8.14.3 Proprietary information residing in SBC-AMERITECH's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

9.2.8.14.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

9.2.8.14.3.2 PIN Number(s)

9.2.8.14.3.3 Billed Number Screening (BNS) indicators

9.2.8.14.3.4 Class of Service (also referred to as Service or Equipment)

9.2.8.14.3.5 Reports on LIDB usage

9.2.8.14.3.6 Information related to billing for LIDB usage

9.2.8.14.3.7 LIDB usage statistics

9.2.8.14.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it received in a Response from SBC-AMERITECH's LIDB.

9.2.8.14.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-AMERITECH's LIDB.

9.2.8.15 Limitation of Liability.

9.2.8.15.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Schedule regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB and/or CNAM Database Service.

9.2.8.15.2 The remedies as set forth above in this Schedule shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.8.15.3 In no event shall SBC-AMERITECH have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB and/or CNAM Database Service purchasers.

9.2.8.15.4 SBC-AMERITECH is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-AMERITECH agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-AMERITECH can furnish Line Record information only as accurate and current as the information has been provided to SBC-AMERITECH for inclusion in its LIDB. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16. Liability Provisions Applicable to Calling Name Information Service.

9.2.8.16.1 Calling name information provided to CLEC by SBC-AMERITECH hereunder shall be provided "as is". SBC-AMERITECH makes no warranty, express or implied, regarding the accuracy or completeness of the calling name information regardless of whose calling name information is provided. SBC-AMERITECH, in addition to any other limitations of liability set forth in this agreement, shall not be held liable for any liability, claims, damages or actions including attorneys' fees, resulting directly or indirectly from acts or omissions in connection with CLEC's or CLEC's end users' use of the calling name information.

9.2.8.16.2 CLEC acknowledges that SBC-AMERITECH's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-AMERITECH, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-AMERITECH's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16.3 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.2.8.16.4 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-AMERITECH's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth in this **Section 9.2.8.16**, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-AMERITECH harmless from and defend and indemnify SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.17 Communication and Notices. Ordering and billing inquiries for the services described herein from SBC-AMERITECH shall be directed to the Local Service Center (LSC).

9.2.8.18 Confidentiality. The Parties' Proprietary Information is subject to the terms and conditions of **Article XX** of this Agreement.

9.2.8.19 Mutuality. CLEC agrees to make its Line Record Information available to SBC-AMERITECH. Should CLEC store its Line Record information in a database other than SBC-AMERITECH's, CLEC will make such Information available to SBC-AMERITECH through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-AMERITECH and the database provider. SBC-AMERITECH agrees to negotiate in good faith to reach such an agreement. If SBC-AMERITECH is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-AMERITECH's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

9.2.8.20 Unbundled AIN Application Process.

9.2.8.20.1 The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

9.2.8.20.2 Upon request by CLEC, and where technically feasible, SBC-AMERITECH will provide CLEC with access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Article, Schedule or amendment, as applicable, subject to approval by the appropriate state Commission.

SCHEDULE 9.2.7
INTEROFFICE TRANSMISSION FACILITIES

9.2.7 Interoffice Transmission Facilities. Interoffice Transmission Facilities are SBC-AMERITECH transmission facilities dedicated to a particular CLEC carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by SBC-AMERITECH or CLEC, or between Switches owned by SBC-AMERITECH or CLEC. Interoffice Transmission Facilities will be provided only where such facilities exist at the time of CLEC's request.

9.2.7.1 Shared Transport

9.2.7.1.1 Definition. Shared Transport is defined as set forth in 47 C.F.R. 51.319. Without limiting the foregoing it includes transmission facilities shared by more than one carrier, including SBC-AMERITECH, between end office switches, between end office switches and tandem switches, and between tandem switches in SBC-AMERITECH's network **(illustrated in Figure 1)**. Where SBC-AMERITECH Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport is purchased in connection with unbundled switching. Shared Transport routes the call between SBC-AMERITECH switches using equipment and facilities employed by SBC-AMERITECH to route calls for SBC-AMERITECH's retail customers.

9.2.7.1.1.1 Except as otherwise provided in **Section 9.1.2 of Article IX** of this Agreement SBC-AMERITECH shall not impose any restrictions on CLEC regarding the use of the unbundled shared transport it purchases from SBC-AMERITECH provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.

9.2.7.1.2 Technical Requirements.

9.2.7.1.2.1 Shared Transport shall, at a minimum, meet the performance requirements including, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standard technical references, but in no event less than the quality of service applicable to SBC-AMERITECH's own traffic.

9.2.7.1.2.2 SBC-AMERITECH shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

9.2.7.1.3 Except as otherwise provided in **Section 9.1.2 of Article IX** of this Agreement, SBC-AMERITECH shall permit CLEC to use shared transport in conjunction with ULS and transit service such that CLEC can utilize SBC-AMERITECH's

network to originate or terminate calls within SBC-AMERITECH's network or to other LECs, CMRS providers, CLECs or IXCs without the need for dedicated transport.

9.2.7.2 Dedicated Transport

9.2.7.2.1 Definition. Dedicated Transport is defined as set forth in 47 C.F.R. 51.319. Without limiting the foregoing it includes an interoffice transmission path between CLEC designated locations of which CLEC is granted exclusive use that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by SBC-AMERITECH or between a Wire Center or switch owned by SBC-AMERITECH and an CLEC owned or provided switch. Dedicated Transport shall also include entrance facilities connecting an SBC-AMERITECH serving wire center to any CLEC switch served by that serving wire center. Dedicated Transport can be provided on a switched or non-switched basis as depicted below in Figure 1.

FIGURE 1

9.2.7.2.2 SBC-AMERITECH shall offer Dedicated Transport in any technically feasible manner requested by CLEC with access to such dedicated transport at any technical feasible point.

SBC-AMERITECH agrees that it will provide Dedicated Transport as a point to point circuit to CLEC at the following speeds: DS1, (1.544 Mbps), DS3 (44,736 Mbps), OC3 (155,52 Mbps), OC12 (622,08 Mbps), and OC48 (2488.32 Mbps). SBC-AMERITECH will provide higher speeds to CLEC as they are deployed in the SBC-AMERITECH network.

9.2.7.2.3 Where Dedicated or Shared Transport is provided, it shall include (as appropriate) Multiplexing and DCS Functionality. CLEC may order multiplexing and/or DCS functionality as an option in conjunction with the use of dedicated transport. CLEC may order multiplexing and/or DCS at the same times as UDT. Multiplexing is an option ordered in conjunction with dedicated transport, which converts a circuit from higher to lower bandwidth, or from digital to voice grade.

9.2.7.2.4 When Dedicated Transport is provided it shall include suitable transmission facilities and equipment, operated in parity with SBC-AMERITECH's normal operations.

9.2.7.2.5 The following optional features are available if requested by CLEC, at an additional cost:

9.2.7.2.5.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

9.2.7.2.5.2 SBC-AMERITECH provided Central office multiplexing:

(a) DS3 to DS1 multiplexing; and
(b) DS0 to DS1

9.2.7.2.6 If requested by CLEC, the following are available at additional cost:

9.2.7.2.6.1 1+1 Protection for OC3, OC12 and OC48.

9.2.7.2.6.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

9.2.7.2.6.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

9.2.7.3 Technical Requirements.

9.2.7.3.1 This Section sets forth technical requirements for all Interoffice Transmission Facilities:

9.2.7.3.1.1 When SBC-AMERITECH provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to CLEC designated traffic.

9.2.7.3.1.2 SBC-AMERITECH shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, at all available transmission bit rates, except subrate services, where available. Where SBC-AMERITECH provides unbundled Dedicated Transport via circuits utilizing SONET technology, CLEC may purchase such Dedicated Transport; provided, nothing in this Agreement shall require SBC-AMERITECH to provide access to SONET rings for purposes of unbundled interoffice transport.

9.2.7.3.1.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the **Technical Reference Schedule**.

9.2.7.3.1.4 For DS3 and, where available, STS-1 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the **Technical Reference Schedule**.

9.2.7.3.1.5 When requested by CLEC, and where interoffice facilities exist at the time of CLEC's request, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

9.2.7.3.1.6 SBC-AMERITECH shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. When physical diversity is requested by CLEC, SBC-AMERITECH shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by CLEC).

9.2.7.3.1.7 Any request by CLEC for diversity shall be subject to additional charges. SBC-AMERITECH will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

9.2.7.3.1.8 Upon CLEC's request and its payment of any additional charges, SBC-AMERITECH shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, CLEC's traffic.

9.2.7.3.1.9 SBC-AMERITECH shall offer the following interface transmission rates for Dedicated Transport:

9.2.7.3.1.9.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if used by SBC-AMERITECH));

9.2.7.3.1.9.2 DS3 (C-bit Parity and M13 and unframed applications (if used by SBC-AMERITECH) shall be provided);

9.2.7.3.1.9.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the **Technical Reference Schedule**. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an CLEC service node.

9.2.7.4 Digital Cross-Connect System (DCS).

9.2.7.4.1 Definition. DCS is the function that provides electronic cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital

channels within physical interface facilities. Types of DCS functionality include DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS functionality specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs. SBC-AMERITECH will offer Digital Cross-Connect System as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges, as set forth in the **Pricing Schedule**.

9.2.7.4.2 SBC-AMERITECH will provide DCS in any technically feasible manner designated by CLEC consistent with FCC rules and applicable state law.

9.2.7.4.3 SBC-AMERITECH will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers or as otherwise agreed to by the Parties. Reconfiguration service requested by CLEC shall be subject to additional charges as outlined in the **Pricing Schedule**.

SCHEDULE 9.2.6
SWITCHING

9.2.6 Switching.

9.2.6.1 Definition. The local switching capability to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. 51.319. Without limiting the foregoing, it includes:

9.2.6.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

9.2.6.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

9.2.6.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

9.2.6.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

9.2.6.1.3.2 access to OS/DA and 9-1-1; and

9.2.6.1.3.3 all other features that the switch is capable of providing, including custom calling, CLASS features and Centrex, as well as any technically feasible custom routing provided by the switch.

9.2.6.1.4 Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side and trunk side features they support.

9.2.6.1.5 Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and Centrex capabilities.

9.2.6.1.6 Local Switching also includes the ability to perform Customized Routing to enable CLEC's local Operator Service (OS) and/or Directory Assistance (DA), as well as CLEC's PIC'd toll traffic in a 2-PIC environment to be routed, at CLEC's option, from SBC-AMERITECH's local end office to an alternate OS/DA platform designated by CLEC. CLEC will pay the applicable customized routing charges.

9.2.6.1.7 Customized routing supplied by SBC-AMERITECH shall provide CLEC with the capability of directing CLEC's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor. If requested by CLEC to provide more efficient use of existing trunking, SBC-AMERITECH shall allow CLEC to commingle local and toll OS and/or DA traffic on CLEC existing Trunks utilizing Modified Operator Service Signaling (MOSS). SBC-AMERITECH will investigate other ways to allow local OS and/or DA traffic to be custom routed to existing CLEC facilities (including, but not limited to existing Feature Group D) trunks on a BFR basis. In any event, if local traffic is routed to CLEC facilities obtained through SBC-AMERITECH Access Tariffs, CLEC will continue to pay full access rates for these facilities. SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route all CLEC customer dialed 0+ local and 0- calls to the CLEC designated trunk groups utilizing MOSS. In addition, via the BFR process, SBC-AMERITECH shall allow CLEC the option of directing its customers' local inter-switch traffic on an NPA-NXX basis to a Port or Ports other than the standard routing used by SBC-AMERITECH.

9.2.6.1.7.1 Where physical network trunking rearrangement work is performed in the process of establishing custom routing trunk groups for migrating Operator and DA services to CLEC, SBC-AMERITECH shall apply only those charges necessary to recover the forward-looking economic costs of performing the trunk rearrangements, except where the facilities used are purchased out of SBC-AMERITECH Access Tariffs.

9.2.6.1.8 CLEC will be solely responsible for specifying the required custom routing (including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing. SBC-AMERITECH will remain solely responsible for implementing the custom routing at SBC-AMERITECH's central offices, and for the design and engineering of any SBC-AMERITECH provided shared transport.

9.2.6.1.9 Dedicated transport may be purchased from SBC-AMERITECH or CLEC may provide its own.

9.2.6.1.10 Except as otherwise provided in **Section 9.1.2 of Article IX**, SBC-AMERITECH shall not impose any restrictions on CLEC regarding the use of the unbundled local switching it purchases from SBC-AMERITECH provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.

Until final decisions are reached in WPSC Dockets 6720-TI-160 and 6720-TI-161, SBC-AMERITECH shall provide Unbundled Local Switching with access to Shared Transport pursuant to **Section 9.3 of Article IX** of this agreement. However, pursuant to **Article XXXIII**, **Section 33.1**, shared transport will be provided by SBC-AMERITECH pursuant to the Commission's final decisions in WPSC Dockets 6720-TI-160 and 6720-TI-161

9.2.6.2 Technical Requirements.

9.2.6.2.1 In accordance with **Section 9.2.7.1.3 of Schedule 9.2.7**, SBC-AMERITECH shall route local and toll calls to the appropriate trunk ports or line ports for call origination or termination utilizing SBC-AMERITECH's shared transport network. At CLEC's option, SBC-AMERITECH will offer customized routing for unbundled switch line ports. Customized routing will include but not be limited to the customized routing of inter-switch traffic via the BFR process on an NPA-NXX basis to a Port or Ports other than the standard routing used by SBC-AMERITECH, and to the customized routing of local OS and DA calls, as well as CLEC's PIC'ed toll OS/DA traffic in a 2-PIC environment as specified by CLEC.

9.2.6.2.2 Where CLEC purchases Local Switching, at CLEC's option, SBC-AMERITECH will provide the functionality and features required to either modify the originating subscriber's line at SBC-AMERITECH's local switch (LS) through the use of routing tables, e.g., via line class codes, or provide AIN functionality, to route all local DA, as well as CLEC's PIC'ed toll DA traffic in a 2-PIC environment, to the CLEC Network. This custom routing functionality must be fully tested and be capable of being broadly deployed by SBC-AMERITECH. Functionality and features may also be provided in any other manner mutually agreed to by the parties.

9.2.6.2.3 SBC-AMERITECH will provide Customized Routing via LCC technology. SBC-AMERITECH shall provide custom routing at TELRIC based rates as identified in the **Pricing Schedule**.

9.2.6.2.4 At CLEC's option, OS traffic shall be custom routed over trunk groups specified by CLEC using standard Operator Services dialing protocols of 0+ or 0- where technically feasible. SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route all CLEC customer dialed 0+ and 0- calls to the CLEC designated trunk groups via Modified Operator Services Signaling (MOSS), where technically feasible and subject to the completion of successful testing. Otherwise, SBC-AMERITECH shall handle these calls on behalf of CLEC and route the calls to SBC-AMERITECH's operator platform for processing.

9.2.6.2.5 At CLEC's option, SBC-AMERITECH shall custom route all local Directory Assistance calls dialed via 411 or 555-1212 by CLEC Customers to the CLEC Network. Otherwise, SBC-AMERITECH shall handle these calls on behalf of CLEC and route the calls to SBC-AMERITECH's directory assistance platform for processing.

9.2.6.2.6 SBC-AMERITECH shall route all toll and InterLATA Directory Assistance dialed via (NPA) 555-1212, by CLEC Customers, to the customer's PIC'ed carrier for toll and InterLATA service respectively.

9.2.6.2.7 When CLEC is the provider of local service to the end user, and the customer's selected toll provider, any custom routing will be specified by CLEC.

9.2.6.2.8 Subject to a BFR, at CLEC's option, and subject to testing, SBC-AMERITECH shall perform code conversions to route all CLEC customer dialed local and toll Directory Assistance calls to an CLEC designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the CLEC Network. In the event that SBC-AMERITECH cannot perform this custom routing for any reason, SBC-AMERITECH will either place unconverted dialed calls on the CLEC designated trunk group, or continue to provide CLEC with unbundled Operator Services at CLEC's request.

9.2.6.2.9 All dialing capabilities described herein shall permit CLEC Customers to dial the same telephone numbers to reach CLEC Directory Assistance, or an CLEC Operator that similarly-situated SBC-AMERITECH customers dial for reaching equivalent SBC-AMERITECH Directory Assistance and SBC-AMERITECH operators.

9.2.6.2.10 If requested by CLEC, SBC-AMERITECH shall provide standard recorded network announcements. At CLEC's request, UNE dedicated and local switching with shared transport originated by an CLEC UNE ULS customer shall be left unbranded by SBC-AMERITECH. Requests for other announcement treatment, that is, CLEC's "sparkle tone", shall be subject to the BFR process.

9.2.6.2.11 Consistent with any applicable provisions of **Article XXXII** (Performance Measurements) where requested by CLEC, SBC-AMERITECH will change a subscriber from SBC-AMERITECH's retail services to CLEC's resale or unbundled network element platform without a disruption of service perceptible to the customer in at least 99 percent of all instances. A perceptible disruption of service shall be deemed to have occurred if the customer can notice a lack of dial tone, or if an existing call is disrupted or disconnected by the change. Charges, if any, shall be as set forth in the **Pricing Schedule**.

9.2.6.2.12 Where CLEC purchases unbundled switching and SBC-AMERITECH provides CLEC with access to SBC's electronic interfaces to perform routine testing (e.g. Mechanized Loop Tests (MLT)), CLEC will be allowed to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

Where CLEC purchases unbundled switching and SBC-AMERITECH does not provide CLEC with access to SBC-AMERITECH's electronic interfaces to perform routing testing (e.g. MLT), SBC-AMERITECH will perform such testing for CLEC and additionally will issue trouble tickets, provide status, and provide trouble history to CLEC.

9.2.6.2.13 SBC-AMERITECH shall repair, restore and maintain SBC-AMERITECH provided equipment that has produced trouble conditions using the same methods, procedures and timeframes used to restore similar SBC-AMERITECH equipment in a non-discriminatory manner.

9.2.6.2.14 SBC-AMERITECH shall control congestion points such as mass calling events, and network routing abnormalities, using appropriate network capabilities.

9.2.6.2.15 SBC-AMERITECH shall record potentially billable events, as applicable, involving usage of the Network Element, and send the appropriate recording data to CLEC as outlined in **Article XXVII** (Billing) of this Agreement.

9.2.6.2.16 Unbundled local switching will include 911 access in a nondiscriminatory manner.

9.2.6.2.17 SBC-AMERITECH shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to SBC-AMERITECH STPs.

9.2.6.2.18 CLEC may request and SBC-AMERITECH will provide call blocking options (e.g., 900, 976) at parity with those provided to SBC-AMERITECH's own customers.

9.2.6.3 Interface Requirements.

9.2.6.3.1 SBC-AMERITECH shall provide at a minimum the following unbundled Local Switching ports:

Analog basic (POTS)	line side, Loop start or ground start signaling
Analog Centrex	line side, Loop start or ground start signaling.
Analog PBX	line side, Loop start, or ground start signaling
Analog DID	trunk side, Loop signaling, associated with a PBX
DS1 (DID)	trunk side, associated with a PBX
DS1	trunk side
ISDN BRI	two circuit-switched b-channels (64 Kbits/s each) and one D-channel (16 Kbits/s)
ISDN PRI	twenty three circuit-switched b-channels (64 Kbits/s each) and one D-channel (64 Kbits/s)

9.2.6.3.2 Additional interfaces may be requested in accordance with the BFR Process, as set forth in **Article II** of this Agreement.

9.2.6.4 Tandem Switching.

9.2.6.4.1 Definition. Tandem Switching is defined as:

9.2.6.4.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

9.2.6.4.1.2 the basic switching function of connecting trunks to trunks; and

9.2.6.4.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

9.2.6.4.2 The charges for Tandem Switching are reflected in the **Pricing Schedule.**

9.2.6.4.3 Technical Requirements

9.2.6.4.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. Where a capability is desired by CLEC but is not specified by this TR, is not currently deployed in the SBC-AMERITECH Tandem (as a switch vendor orderable feature), or is not specifically identified in this **Schedule 9.2.6**, SBC-AMERITECH will work with CLEC to reasonably implement such a custom request using the BFR process. As described in this TR, the requirements for Tandem Switching include, but are not limited to the following:

9.2.6.4.3.1.1 Tandem Switching shall provide signaling including MF, SS7 and any signaling conversions between these signaling formats to establish a tandem connection;

9.2.6.4.3.1.2 Tandem Switching shall provide screening and routing. Requests for screening or routing not currently deployed in the SBC-AMERITECH Tandem will be provided, where technically feasible, in accordance with the BFR process;

9.2.6.4.3.1.3 Tandem Switching shall provide recording, where available, of billable events as described in the above-cited Tandem Supplement TR;

9.2.6.4.3.1.4 Tandem Switching shall provide access to Toll Free number portability database as described in the above-cited TR and TR-NWT-000533, Issue 3, January 1994, "Database Services Switching Points" Section 3.1.2 ("Access Tandem/SSP" for calls between Equal Access End Offices and the Access Tandem);

9.2.6.4.3.1.5 Tandem Switching (if the Tandem is so equipped) shall accept all trunk interconnections discussed in (Physical Network Interconnection) Section of this Agreement (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911)). If the Tandem is not equipped with the capability desired, then CLEC will request such capacity via the BFR process;

9.2.6.4.3.1.6 Tandem Switching shall provide connectivity to transit traffic to and from other carriers as described in **Section 9.2.6.4.3.2**.

9.2.6.4.3.2 Tandem Switching shall accept trunk connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, SBC-AMERITECHs, ICOs, CAPs and CLEC switches.

9.2.6.4.3.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in the Signaling and Signaling System 7 Sections of this Agreement.

9.2.6.4.3.4 Tandem Switching shall record billable events and send them to the destination supplied by CLEC on the Unbundling Questionnaire. Billing requirements are specified in **Article XXVII** (Billing) of this Agreement.

9.2.6.4.3.5 SBC-AMERITECH shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by CLEC, the results and reports of the testing shall be made immediately available to CLEC.

9.2.6.4.3.6 SBC-AMERITECH shall maintain CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.6.4.3.7 When requested by CLEC, on a case-by-case basis, SBC-AMERITECH shall provide performance data regarding traffic characteristics or other measurable elements to CLEC for review.

9.2.6.4.3.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at parity with controls

being provided or imposed on SBC-AMERITECH traffic (e.g., SBC-AMERITECH shall not block CLEC traffic and leave its traffic unaffected or less affected).

9.2.6.4.3.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

9.2.6.4.4 Interface Requirements

9.2.6.4.4.1 SBC-AMERITECH shall provide all signaling necessary to provide Tandem Switching (as described in TR-TSY-000540) with no loss of feature functionality.

9.2.6.4.4.2 Tandem Switching shall accept trunks from CLEC's switch for traffic that is transiting via SBC-AMERITECH network to InterLATA or IntraLATA carriers.

9.2.6.5 Packet Switching.

9.2.6.5.1 Definition. Packet Switching is defined as the packet switching capability network element, as set forth in 47 C.F.R. 51.319. Without limiting the foregoing, it includes the following. Packet Switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

(i) the ability to terminate copper customer loops (which included both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops, and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2.6.5.2 SBC-AMERITECH shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops

within the service area of an SBC-AMERITECH central office (a "Service Area") only where each of the following conditions apply:

(i) SBC-AMERITECH has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems anywhere within such Service Area; or has deployed any other system that does not enable CLEC to obtain a continuous copper facility between the retail customer's premises and SBC-AMERITECH central office*;* and

(ii) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer*;* and

(iii) SBC-AMERITECH has not permitted a requesting carrier to deploy a Digitial Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 CFR 51.319(b); and

(iv) SBC-AMERITECH has deployed packet switching capability for its own use.

9.2.6.5.3 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XXVIII** of this Agreement.

SCHEDULE 9.2.5
Subloop

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. 51.319(a)(2). Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in SBC-AMERITECH's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals may be located at technically feasible points including:

a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).
b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."
c. at the main distribution frame in the incumbent's central office.
d. at the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which CLEC may request access include the following:

FROM:	THROUGH:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. SPOI (Single Point of Interface)	Stand Alone

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwith signals to higher bit rate or bandwith signals (multiplexing); (ii) disaggregates higher bit rate or bandwith signals to lower bit rate or bandwith signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, CLEC may purchase from SBC-AMERITECH on an unbundled basis the entire Loop which includes the NID, or any Subloop element (i.e., Loop Feeder, and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Interconnection. The space available for collocating and interconnecting at various subloop access points will vary depending on the existing plant at a particular location. Prior to ordering subloop facilities, CLEC will establish Collocation and/or the subloop interconnection arrangement(s) necessary to interconnect to the SBC-AMERITECH subloop network. When CLEC submits a request to provide information on subloop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s). The assignment of subloop facilities will incorporate SBC-AMERITECH existing standard practices used to administer outside plant loop facilities, that is, the practice of assigning and administering subloop facilities will continue. Not less than six (6) months from the Effective Date of this Agreement or when LSR/ASR process has been tested and working, whichever is later, subloop(s) elements will be assigned to CLEC only when an LSR/ASR is processed. Until a working LSR/ASR process is established, CLEC will be permitted to order subloop elements via a "paper" process. LSR/ASRs will be processed on a "first come first served" basis. Subloop inquiries do not serve to reserve subloop(s).

9.2.5.6 Subloop Rights-of-Way. Several options exist for Collocation or subloop interconnection arrangements at technically feasible points. Sound engineering

judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to subloop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such rights of way and shall be entitled to recover for the costs incurred in that regard.

9.2.5.7 Subloop Provisioning. Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. xDSL compatible subloop conditioning will be provided as set forth in **Schedule 9.2.2**.

9.2.5.8 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-AMERITECH switch may be lost.

9.2.5.9 Subloop Technical Features. Access to subloop will include two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCn. Each of the listed subloops will be similar to the related existing unbundled loop product offering. Access to the subloop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-AMERITECH in writing within thirty (30) days after approval of this Agreement. CLEC will advise SBC-AMERITECH within thirty (30) days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the **Pricing Schedule** to reflect such prices as are acceptable. The Parties will meet within forty-five (45) days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within thirty (30) days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.5.10 Single Point of Interconnection (SPOI). If CLEC requests a SPOI in any multi-unit premises of SBC-AMERITECH, SBC-AMERITECH shall provide it within forty-five (45) calendar days. SBC-AMERITECH shall be compensated at forward-looking pricing principles.

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (NID) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non-telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to SBC-AMERITECH's distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-AMERITECH offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier. CLEC access to the NID is offered as specified below.

9.2.4.2 Access to NID. The SBC-AMERITECH NIDs that CLEC uses under this Agreement will be existing NIDs installed by SBC-AMERITECH to serve its End Users. SBC-AMERITECH shall permit CLEC to connect CLEC's Loop to the inside wiring of a subscriber's premises through SBC-AMERITECH's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 Due to the wide variety of NIDs utilized by SBC-AMERITECH (based on Customer size and environmental considerations), CLEC may access the Customer's inside wire by any of the following means:

(a) CLEC may connect to the End User's premises wiring through the SBC-AMERITECH NID, or at any other technically feasible point.

(b) With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-AMERITECH's NID where technically feasible, or at any other technically feasible point designated by CLEC.

(c) SBC-AMERITECH shall allow CLEC to connect its loops directly to SBC-AMERITECH's multi-line residential NID enclosures that have additional space and are not used by SBC-AMERITECH or any other Telecommunications Carrier to provide service to the premise. CLEC agrees to pay for use of the SBC-AMERITECH NID in accordance with the schedules set forth in the **Pricing Schedule**.

(d) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from SBC-AMERITECH's NID and connect that wire to CLEC's NID; or

(e) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures.

9.2.4.2.2 In no case shall CLEC remove or disconnect SBC-AMERITECH's loop facilities from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.3 In no case shall CLEC remove or disconnect ground wires from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.4 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other party's NIDs, enclosures or protectors. However, upon CLEC's request, and at CLEC's expense, if Customer premises inside wire exists in SBC-AMERITECH's loop terminal enclosure, SBC-AMERITECH will extend such wire so that CLEC may attach such wire to its own adjoining NID. Further, CLEC may request SBC-AMERITECH to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., CLEC, its agent, the building owner or the Customer).

9.2.4.2.5 Due to the wide variety of NID enclosures and outside plant environments, SBC-AMERITECH will work with CLEC to develop specific procedures to establish the most effective means of implementing this **Schedule 9.2.4**.

SCHEDULE 9.2.3
DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark fiber, to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. § 51.319. Without limiting the foregoing it includes deployed, unlit fiber optic cable between two points within SBC-AMERITECH's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

9.2.3.1.1 CLEC may only subscribe to Dark Fiber if "spare" fiber exists to link the two endpoints specified by CLEC. SBC-AMERITECH shall splice segments to create continuity between these points. CLEC shall reimburse SBC-AMERITECH for any such splices as shown in the **Pricing Schedule**. ("Spare" fiber is defined in **Section 9.2.3.4.1** and **9.2.3.5.1** below).

9.2.3.2 Interoffice Dark Fiber. SBC-AMERITECH will provide dark fiber in the interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different SBC-AMERITECH Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices (including remote and hosts) and tandem offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 SBC-AMERITECH will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving SBC-AMERITECH central office and an end user customer premise.

9.2.3.3.2 SBC-AMERITECH will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber includes the following segments:

9.2.3.3.2.1 the serving SBC-AMERITECH central office and a remote terminal/CEV/Hut; or

9.2.3.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

9.2.3.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access may be provided to dark fiber where technically feasible, for example, all Collocation methods set forth in **Article XII** will be considered technically feasible.

9.2.3.3.4 At remote terminals, CEVs and Huts, CLEC's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 Spare Fiber Inventory Availability and Condition. CLEC's request for dark fiber to be provided on an unbundled basis shall be provided by SBC-AMERITECH consistent with FCC rules and applicable state law. Available dark fiber does not include maintenance spares, fibers set aside and documented for commercially reasonably forecasted growth, defective fibers, or fibers subscribed to by other carriers.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 SBC-AMERITECH will inventory and track spare dark fibers. Spare fibers do not include the following:

1. Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

   *Cables with 24 fibers and less: two maintenance spare fibers
   *Cables with 36 and 48 fibers: four maintenance spare fibers
   *Cables with 72 and 96 fibers: eight maintenance spare fibers
   *Cables with 144 fibers: twelve maintenance spare fibers
   *Cables with 216 fibers: 18 maintenance spares
   *Cables with 288 fibers: 24 maintenance spares
   *Cables with 432 fibers: 36 maintenance spares
   *Cables with 864 fibers: 72 maintenance spares

2. Defective fibers.

3. SBC-AMERITECH growth fibers. Fibers documented as reserved by SBC-AMERITECH for utilization for growth within the 12-month period following the carrier's request.

9.2.3.5.2 The appropriate SBC-AMERITECH engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

9.2.3.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that CLEC can order is one. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested, where more than 6 spare fibers are available. Where 6 or fewer spare strands are available, no maximum percentage applies. (See definition of spare facilities set forth in **Section 9.2.3.4.1** and **9.2.3.5.1** above).

9.2.3.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in the **Pricing Schedule**. If spare dark fiber is available, as determined under this Agreement, SBC-AMERITECH will notify CLEC and CLEC may place an Access Service Request (**"ASR"**) for the dark fiber. SBC-AMERITECH will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

9.2.3.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth in the **Pricing Schedule**.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-AMERITECH approved splitter shelf at any technically feasible point. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. SBC-AMERITECH will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment, or as otherwise determined by the Parties.

9.2.3.9 Right of Revocation of Access to Dark Fiber.

9.2.3.9.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-AMERITECH provided the fibers, SBC-AMERITECH may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC-AMERITECH inventory.

9.2.3.9.1 SBC-AMERITECH may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, SBC-AMERITECH must demonstrate to

CLEC that the dark fiber will be needed to meet SBC-AMERITECH's bandwidth requirements within the 12 months following the revocation.

SCHEDULE 9.2.2
HIGH FREQUENCY PORTION OF THE LOOP

9.2.2. High Frequency Portion of the Loop.

9.2.2.1 Introduction.

9.2.2.1.1 This **Schedule** sets forth terms and conditions for providing the High Frequency Portion of the Loop (**"HFPL"**) by SBC-AMERITECH and CLEC. Nothing in this **Schedule 9.2.2** shall obligate SBC-AMERITECH to provide a splitter (defined in **Section 9.2.2.2.9**, below as "a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop") to CLEC for purposes of line sharing or line splitting.

9.2.2.1.2 The prices at which SBC-AMERITECH agrees to provide CLEC with xDSL-capable loops and HFPL are contained in the applicable **Pricing Schedule.**

9.2.2.1.3 SBC-AMERITECH shall support CLEC's ability to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 SBC-AMERITECH agrees to provide CLEC with access to UNEs (including HFPL loop offerings) in accordance with the rates, terms and conditions set forth in this **Schedule 9.2.2** (HFPL) and the general terms and conditions applicable to UNEs under **Article IX**, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

9.2.2.2 Definitions.

9.2.2.2.1 SBC-AMERITECH Line Sharing is defined as use of the High Frequency Portion of the local loop ("HFPL") by CLEC (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from SBC-AMERITECH on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and Fourth Report and Order in CC Docket No. 96-98 rel. December 9, 1999 (Line Sharing) and other applicable law.

9.2.2.2.2 Line Splitting is an arrangement in which a CLEC, utilizing a splitter, provides both voice and data over the same loop facility.

9.2.2.2.3 For purposes of this Schedule, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

9.2.2.2.4 For purposes of this Schedule, a **"subloop"** is defined as any portion of the loop from SBC-AMERITECH's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-AMERITECH's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

9.2.2.2.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

9.2.2.2.6 When CLEC leases the entire xDSL-capable UNE loop from SBC-AMERITECH, CLEC controls the full spectrum of the xDSL-capable UNE loop, and SBC-AMERITECH will permit CLEC to engage in line splitting on the UNE loop by providing its own splitter or using the splitter of a third party as authorized by CLEC.

9.2.2.2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

9.2.2.2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under **Section 9.2.2.2.7**, above of this Schedule.

9.2.2.2.9 A "Splitter" is a passive device within the SBC-AMERITECH central office used to separate the voice and data on a standard copper xDSL-capable loop.

9.2.2.2.10 "Digital Subscriber Line Access Multiplexer" (DSLAM) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 "2-Wire xDSL Loop": A 2-Wire xDSL Loop for purposes of this **Schedule 9.2.2**, is a copper loop over which CLEC may provision various DSL

technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth on the **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.2.12 "2-Wire Digital Loop" (e.g. ISDN/IDSL): A 2-Wire Digital Loop for purposes of this **Schedule 9.2.2** is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1** and the rates on the **Pricing Schedule**.

9.2.2.2.13 "4-Wire xDSL Loop": A 4-Wire xDSL Loop for purposes of this **Schedule 9.2.2**, is a copper loop over which CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in total length or 2000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth on the **Pricing Schedule** shall apply to this 4-Wire xDSL Loop.

9.2.2.2.14 "IDSL Loop": An IDSL Loop for purposes of this **Schedule 9.2.2**, is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in **Schedule 9.2.1**, and the rates on the **Pricing Schedule**. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth on the **Pricing Schedule** shall apply to this IDSL Loop.

9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.

9.2.2.3.1 SBC-AMERITECH will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. SBC-AMERITECH will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-AMERITECH does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 SBC-AMERITECH shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-AMERITECH has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific

technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to SBC-AMERITECH and the state commission before or at the time of its request to deploy such technology within SBC-AMERITECH.

9.2.2.3.4 In the event CLEC wishes to introduce a technology on the HFPL that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 CLEC may provide voice service (to any customer who elects CLEC as their voice service provider) over the same loop that SBC-AMERITECH, or any data affiliate of SBC-AMERITECH or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. Where SBC-AMERITECH is not providing the splitter, SBC-AMERITECH agrees to continue to provide all existing data services in the HFS, for the term of the customer's contract, to any customer that chooses CLEC as their local service carrier for voice services and where the retail customer desires continuation of such service; provided, however, that CLEC will bill the SBC-AMERITECH advanced services provider no more than it was being billed by SBC-AMERITECH for the same service. SBC-AMERITECH and CLEC agree to immediately engage in discussions to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to **Section 9.2.2.3.5**.

9.2.2.3.6 When SBC-AMERITECH traditional retail POTS services are disconnected in a line sharing arrangement, SBC-AMERITECH will notify CLEC that POTs service is being disconnected. CLEC will determine whether the advanced service will be converted from a Line Sharing Circuit to a full standalone xDSL-capable UNE loop or disconnected. If notification is not provided within three days, SBC-AMERITECH will convert the line shared circuit to standalone xDSL-capable UNE loop, and, if applicable, will remove any SBC-AMERITECH-owned splitter for use on a future line-shared circuit. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to the underlying **Pricing Schedule**. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

9.2.2.3.7 Whenever CLEC provides service utilizing an unbundled xDSL-capable loop, either as part of UNE-P or otherwise, CLEC shall control the entire

loop spectrum. In addition, CLEC has the right to offer services with the HFS portion of the UNE loop.

9.2.2.3.8 SBC-AMERITECH in conjunction with CLEC, shall institute procedures to allow CLEC or an authorized CLEC Advanced Services Provider to order data capabilities (permitted under this **Schedule 9.2.2**) on the CLEC xDSL-capable UNE loop provided that these vendors are not treated separate from CLEC. These procedures can include multiple Bill Account Numbers (BAN) but these BANs must all be under the CLEC name. If CLEC uses an authorized Advanced Services Provider to submit a Local Service Request (LSR), the LSR submitted by the authorized Advanced Service Provider is treated exactly the same as if it had been submitted by an CLEC employee i.e., legally, CLEC and the authorized Advanced Service Provider are one and the same in terms of their relationship with third parties

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9.2.2.4 Procedural Requirements.

9.2.2.4.1 For line sharing: The procedural requirements for line sharing shall be as set forth in this **Schedule 9.2.2** and as set forth in SBC's Plan of Record (refers to SBC's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.)

9.2.2.4.2 For line splitting: Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for line splitting arrangements. Unless otherwise specified, support requirements will be equally applicable to line splitting. SBC-AMERITECH agrees to immediately engage in a collaborative process to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to line splitting. If the collaborative process does not result in mutually agreeable operational procedures, the parties will resolve remaining disputes in accordance with the Alternative Dispute Resolution process.

9.2.2.5 Use of Authorized Advanced Services Providers.

9.2.2.5.1 CLEC may identify to SBC-AMERITECH in writing one or more CLECs as an authorized Advanced Services Provider, on a central office by central office basis, which is authorized by CLEC to add, change or delete advanced services capabilities of a local loop UNE employed or ordered by CLEC. In such instances, CLEC will specify, in its written notice to SBC-AMERITECH the scope of the authority granted by CLEC to the Advanced Services Provider, and will identify the central offices in which CLEC will engage the Advanced Services Provider and, for each of the central offices, CLEC will further identify the specific Advanced Services Providers that are authorized to access an CLEC UNE loop. CLEC may modify this authorization and such changes will become effective upon 30 days written notice by CLEC unless a different time period is

otherwise mutually agreed. Unless CLEC provides written authorization as required in this Section, SBC-AMERITECH shall reject any orders from any party other than CLEC that seeks to utilize, modify or in any manner affect the operation of the UNE loop employed or ordered by CLEC. SBC-AMERITECH may request, and CLEC will provide, proof of CLEC's authorization of an Advanced Services Provider at any time.

9.2.2.5.2 Advanced Services Providers authorized by CLEC under this Article must be independently qualified and certified pursuant to all applicable federal and state laws and regulations to provide services using the UNE loop employed or ordered by CLEC under this Agreement, and in submitting written notice to SBC-AMERITECH authorizing an Advanced Service Provider, CLEC represents and warrants that such qualification and certification has been obtained.

9.2.2.5.3 Notwithstanding CLEC's authorization of one or more Advanced Service Providers to add, change or delete advanced services capabilities on CLEC UNE loops, CLEC shall remain primarily obligated to SBC-AMERITECH under this Agreement for all charges and liabilities, including indemnification obligations, relevant to the ordering and use of the UNE loops. Further, CLEC shall be liable for any and all negligence or willful acts by such authorized Advanced Service Providers that result in property damage or personal injury to SBC-AMERITECH or any third party, and shall defend and indemnify SBC-AMERITECH against such damage pursuant to **Article XXV** (Indemnification). Further, CLEC hereby releases SBC-AMERITECH from any and all liability for property damage or personal injury resulting, in whole or in part, from SBC-AMERITECH's reliance on CLEC's authorization of an Advance Service Provider to add, change or delete advanced services capabilities on CLEC UNE loops under this Section.

9.2.2.6 Advanced Notification. To the extent SBC-AMERITECH provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available in a particular central office, SBC-AMERITECH will provide such notification to CLEC on the same basis and at the same time.

9.2.2.7 Advanced Services Equipment Deployment.

9.2.2.7.1 CLEC may directly deploy, (or deploy through an Authorized Advanced Service Provider, any advanced services equipment that operates within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.7.2 SBC-AMERITECH shall not withhold any operational support so as to limit CLEC's ability to connect its advanced services equipment to an xDSL-capable UNE loop. SBC-AMERITECH may deny support only after SBC-AMERITECH has made a showing to, and obtained a finding by, the Commission that the deployment of advanced services equipment that CLEC seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services.

9.2.2.8 **Liability**. The provisions of **Articles XXV** and **XXVI** apply to this schedule.

9.2.2.9 **Indemnification.** The provisions of **Article XXV** and **XXVI** apply to this schedule.

9.2.2.10 **Unbundled xDSL-Capable Loop Offerings.**

9.2.2.10.1 DSL-Capable Loops: For each of the loop types described in **Sections 9.2.2.10.1.1** through **9.2.2.10.1.2** below, CLEC will, at the time of ordering, notify SBC-AMERITECH as to the Power Spectral Density (PSD) mask of the technology CLEC the will deploy.

9.2.2.10.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length, or 2000 feet single length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional**,** subject to conditioning charges, and will be performed at CLEC's request. The rates set forth on **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.10.1.2 Sub-Loop: In locations where SBC-AMERITECH has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-AMERITECH will make the following options available to CLEC:

9.2.2.10.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, CLEC has the option of requesting SBC-AMERITECH to make copper facilities available (subject to **Section 9.2.2.10.1.6** below).

9.2.2.10.1.2.2 CLEC has the option of collocating a DSLAM in SBC-AMERITECH's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at SBC-AMERITECH RTs, SBC-AMERITECH will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

9.2.2.10.1.2.3 Where CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-AMERITECH has placed a DSLAM in the RT, SBC-AMERITECH must unbundle and provide access to its packet switching. SBC-AMERITECH is relieved of this unbundling obligation if it permits a

requesting carrier to collocate its DSLAM in SBC-AMERITECH's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth on the **Pricing Schedule** shall apply to this subloop.

9.2.2.10.1.3 When SBC-AMERITECH is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in **Sections 9.2.2.10.1.1** through **9.2.2.10.1.2** above. CLEC will provide SBC-AMERITECH with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.10.1.4 xDSL technologies may only reside in the higher frequency ranges (20,000 Hz and above), preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.10.1.5 When SBC-AMERITECH traditional retail POTS services are disconnected SBC-AMERITECH will notify CLEC, or any other carrier providing advanced service over the HFPL, that the POTS is being disconnected. CLEC, or the other carrier providing advanced service over the HFPL, will determine whether the advanced service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL-capable UNE loop or disconnected. All appropriate recurring and non-recurring charges for the rearrangement and or disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

9.2.2.10.1.6 SBC-AMERITECH shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-355, paragraph 75.

9.2.2.10.1.7 SBC-AMERITECH shall be under no obligation to provision xDSL-capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however, permit appropriate line splitting by CLEC, using CLEC's own splitter or the splitter of a third party. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay SBC-AMERITECH for any conditioning performed per **Sections 9.2.2.14.1** and **9.2.2.14.2**, below.

9.2.2.10.1.8 For each loop (including the HFPL), CLEC shall at the time of ordering, notify SBC-AMERITECH as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC

will notify SBC-AMERITECH. Likewise, SBC-AMERITECH will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops SBC-AMERITECH will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.10.1.9 SBC-AMERITECH shall not impose its own standards for provisioning xDSL services; all parties must abide by commission or FCC approved standards. SBC-AMERITECH will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.10.1.10 In the event the End User discontinues CLEC's (or its agent's) service over a loop, CLEC shall relinquish (or cause its agent to relinquish) control over the loop, so that it may be available to be used by another provider.

9.2.2.11 HFPL: Splitter Ownership And Responsibilities. Where SBC-AMERITECH remains the voice provider, SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, the loop facility on the customer side of the splitter, and all intra-office wiring that the SBC-AMERITECH has provided. SBC-AMERITECH shall cooperate with CLEC for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.11.1 Splitter ownership:

9.2.2.11.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with SBC-AMERITECH's standard collocation practices and procedure. When virtually collocated, SBC-AMERITECH will install, provision and maintain splitters under the terms of virtual collocation.

9.2.2.11.2 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.2.2.11.3 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.2.2.12 Operational Support Systems Loop Makeup Information and Ordering.

9.2.2.12.1 General: SBC-AMERITECH will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SBC-AMERITECH's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-AMERITECH is providing any other CLEC and/or SBC-AMERITECH's retail operations or its advanced services affiliate.

9.2.2.12.2 Loop Pre-Qualification: Subject to **Section 9.2.2.12.1** above, SBC-AMERITECH's pre-qualification will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in **Section 9.2.2.12.1**, SBC-AMERITECH will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to CLEC and is available at no charge.

9.2.2.12.3 Loop Qualification: SBC-AMERITECH will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-AMERITECH's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

9.2.2.12.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in **Section 9.2.2.12.3** above will return information in all fields, including but not limited to, as described in SBC's Plan of Record when such information is contained in SBC-AMERITECH's electronic databases. CLEC will be billed a mechanized loop qualification charge based upon the TELRIC pricing methodology for each xDSL-capable loop ordered at the rates set forth on the **Pricing Schedule.**

9.2.2.12.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record: (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML: and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge based upon the TELRIC pricing methodology for each manual loop qualification requested at the rates set forth on the **Pricing Schedule**.

9.2.2.12.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in **Section**

9.2.2.12.3.2 above. CLEC will be billed a detailed manual loop qualification charge based upon the TELRIC pricing methodology for each detailed manual loop qualification requested at the rates set forth on the **Pricing Schedule**.

9.2.2.12.4 All categories of loop qualification are subject to the following:

9.2.2.12.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

9.2.2.12.4.2 If CLEC elects to have SBC-AMERITECH provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-AMERITECH's affiliate, whichever is less.

9.2.2.12.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-AMERITECH perform conditioning at charges set forth on the **Pricing Schedule**. CLEC may order the loop without conditioning or with partial conditioning if desired.

9.2.2.12.4.4 For HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, SBC-AMERITECH is not required to condition the loop. However, should SBC-AMERITECH refuse CLEC's request to condition a loop, SBC-AMERITECH will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

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9.2.2.14 Provisioning.

9.2.2.14.1 Provisioning: SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters, as relates to POTS design. On loops where CLEC has requested that no conditioning be performed, SBC-AMERITECH's maintenance will be limited to verifying loop suitability based on POTS design or the loop makeup information. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-AMERITECH will remove load coils, repeaters, and excessive bridged taps (i.e. those exceeding 2500 feet total length, or 2000 feet single length, or within 500 feet of the customer or the Central Office) at no charge to CLEC.

9.2.2.14.2 Subject to **Section 9.2.2.12.4.4**, above, CLEC shall designate, at CLEC's sole option, what loop conditioning SBC-AMERITECH is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth on the **Pricing Schedule**. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics including electrical conductivity and capacitive and resistive balance.

9.2.2.14.3 The provisioning intervals are applicable to every xDSL-capable loop and the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

9.2.2.14.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.14.3.2 The provisioning and installation intervals for xDSL-capable loops and the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.14.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.14.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.14.3.5 Subsequent to the initial order for an xDSL-capable loop, or the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the **Pricing Schedule** and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a

pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.14.3.6 CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the **Pricing Schedule**.

9.2.2.14.4. Maintenance.

9.2.2.14.4.1 SBC-AMERITECH will provide CLEC (and any CLEC authorized Advanced Services Provider as set forth in **Section 9.2.2.5**) with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services. SBC-AMERITECH must either provide physical test access at the point where splitting of high frequency portion of the loop and the voice service occurs or provide a mutually agreeable remote test access alternative (i.e., MLT/LoopCare or equivalent). SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the customer side of the splitter, any splitter that SBC-AMERITECH has deployed, and all intra-office wiring that SBC-AMERITECH has provided.

9.2.2.14.4.2 At CLEC's request and subject to CLEC's payment of SBC-AMERITECH's costs incurred in providing them, maintenance metrics shall be reported separately for loops without any advanced services operating, loops which utilize the HFPL for data service, and loops supporting only advanced services.

9.2.2.15 xDSL Acceptance Testing and Cooperative Testing.

9.2.2.15.1 SBC-AMERITECH and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.15.2 Acceptance Testing Procedure.

9.2.2.15.2.1 Upon delivery of a loop to/for CLEC, SBC-AMERITECH's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.2.2.15.2.1.1 The SBC-AMERITECH field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. If requested the field technician will also perform a noise and frequency response test.

9.2.2.15.2.1.2 If the Acceptance Test fails, to meet any loop parameters, based upon the type of loop and the loop length and gauge**,** the LOC

technician will take any or all reasonable steps to immediately resolve the problem with CLEC on the line. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact CLEC's representative to repeat the Acceptance Test, or reschedule the Acceptance Test, if necessary. When the aforementioned test parameters are met, CLEC will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.

9.2.2.15.3 Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard hourly charge and premium time being calculated at two times the standard hourly charge. These charges shall be TELRIC based as specified on the **Pricing Schedule**. Overtime or Premium charges will not apply if SBC-AMERITECH does not charge its own affiliate or any other CLEC for overtime or premium charges in connection with service installation.

9.2.2.16 Maintenance/Service Assurance.

9.2.2.16.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.16.2 Narrowband/voice service. If the narrowband, or voice, portion of the loop becomes significantly degraded due to the high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-AMERITECH shall repair the narrowband of the loop without disturbing the high frequency portion of the loop if possible. In any case, either Party shall notify the end user and the other Party any time repair effort has the potential of affecting service on the high frequency portion of the loop. SBC-AMERITECH may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.16.3 SBC-AMERITECH will offer a 24 hour clearing time, on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the Central office, and 24 hours, for troubles found to be in the loop.

9.2.2.16.4 SBC-AMERITECH will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals SBC-AMERITECH provides its advanced services affiliates for the HFPL

9.2.2.16.5 SBC-AMERITECH-owned splitters: This section is applicable only to existing line shared arrangements between SBC-AMERITECH and

CLEC, and is not applicable to any new and/or future line sharing or line splitting arrangements using SBC-AMERITECH-owned splitters:

9.2.2.16.5.1 SBC-AMERITECH will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SBC-AMERITECH provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the SBC-AMERITECH central office.

9.2.2.16.6 CLEC-owned splitters:

9.2.2.16.6.1 If SBC-AMERITECH isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by CLEC data equipment or splitter, SBC-AMERITECH will notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The end user will have the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-AMERITECH, either Party will notify the other and provide contact names prior to SBC-AMERITECH cutting around the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact SBC-AMERITECH to restore the HFPL portion of the loop.

9.2.2.16.7 CLEC may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT/LoopCare test or so note such information on CLEC's trouble documentation for non-mechanized tests.

9.2.2.16.8 CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-AMERITECH beyond the original HFPL service.

9.2.2.17 Spectrum Management.

9.2.2.17.1 CLEC will advise SBC-AMERITECH of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. CLEC, at its option, may provide any service complaint with that PSD mask. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-AMERITECH as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-AMERITECH. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2.2.17.2 SBC-AMERITECH agrees that, it will maintain an inventory of the existing services provisioned on the cable. SBC-AMERITECH may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-AMERITECH shall not deny CLEC a loop based upon spectrum management issues, subject to **Section 9.2.2.17.**3 below. In all cases, SBC-AMERITECH will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by SBC-AMERITECH, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-AMERITECH and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC-AMERITECH will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.2.2.17.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility that differ from those established in this Schedule, SBC-AMERITECH and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.2.2.17.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-AMERITECH and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

SCHEDULE 9.2.1
LOCAL LOOPS

9.2.1 Local Loops.

9.2.1.1. Definition. The Loop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes a transmission facility between a distribution frame (or its equivalent) in a SBC-AMERITECH Central Office and the Loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled (or controlled) by SBC-AMERITECH. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber (as set forth in **Schedule 9.2.3**), attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. In addition, the local loop network element includes DS1, DS3, and fiber. To the extent required by applicable law**,** the local loop network element includes other high capacity loops. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In the event SBC-AMERITECH moves existing loop facilities to new spare or otherwise maintain facilities, SBC-AMERITECH will make commercially reasonable efforts to terminate the new facility at the same Network Interface Device location, obviating the need for inside wire re-arrangements on behalf of CLEC. If SBC-AMERITECH intends to move the new Facility it will give CLEC reasonable prior notice pursuant to the written contract instructions provided by CLEC. The demarcation point is that point where SBC-AMERITECH's control of the loop facility ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where SBC-AMERITECH's and a property owner's responsibilities meet. The loop shall include the use of all test access functionality including without limitation, smart jacks, for both voice and data. In this **Schedule 9.2.1** any reference to SD-1 shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.1.2. Loop Requirements. SBC-AMERITECH must offer unbundled access to Loops. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.

9.2.1.3. Unbundled Loop Types.

SBC-AMERITECH shall allow CLEC to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled, or in combination (as set forth in **Article IX** and **Schedule 9.3**), from local switching and transport.

9.2.1.3.1 "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) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. 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, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.2 "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 at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.3 "2-Wire ISDN 160 Kbps Digital Loop" or "BRI-ISDN" which supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). 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, SBC-AMERITECH Unbundled Digital Loops (including ISDN).

9.2.1.3.4 "xDSL capable Loop". xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies and is provided as set forth in **Schedule 9.2.2**.

9.2.1.3.5 "4-Wire 1.544 Mbps Digital Loop" or "1.544 Mbps Digital" is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in SBC-AMERITECH's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

9.2.1.3.6 « S3 Digital Loop ». The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-AMERITECH Central Office to the loop demarcation point at the end user premises.

9.2.1.4 Enhanced Extended Link. Consistent with the limitation found in **Article IX, Section 9.1.2**, the Enhanced Extended Link ("EEL") provides CLEC the capability to serve a customer by extending a customer's loop from the customer's premises to any other premises or office designated by CLEC (including without limitation any CLEC switch location or CLEC co-location space. CLEC shall not be required to co-locate to purchase an EEL. An EEL consists of, at CLEC's option, one or more of the following: an unbundled loop, multiplexing/concentrating facility, and dedicated transport.

9.2.1.5 Access to Unbundled Loops Currently Provided Over Digital Loop Carrier Systems (DLC). SBC-AMERITECH shall provide CLEC access to its unbundled Loops at each of SBC-AMERITECH's Wire Centers. In addition, if CLEC requests one or more Loops serviced by an Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, SBC-AMERITECH shall, where available either move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC or move the Loop(s) involved to a parallel universal digital Loop carrier facility. CLEC may request other options including employing equipment in the remote terminal location or in the central office that permits CLEC to service the retail customer in a non-discriminatory manner. SBC-AMERITECH shall provide such options on a Bona Fide Request (**"BFR"**) basis as set forth in **Article II** where technically feasible. If, however, no spare physical Loop is available, SBC-AMERITECH shall notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request (**"BFR"**) for SBC-AMERITECH to provide the unbundled Loop and to the extent required by law, SBC-AMERITECH may agree to provide such UNEs through the BFR process. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Schedule 9.5** of this Agreement and the SBC-AMERITECH Network Element Performance Benchmarks set forth in **Article XXXII (Performance Measurements)** of this Agreement shall not apply to unbundled Loops provided under this **Section 9.2.1.5**.

9.2.1.6 High Frequency Portion of the Loop. **Schedule 9.2.2** (xDSL) of this Agreement contains the requirements associated with SBC-AMERITECH Line Sharing and access to the High Frequency Portion of a loop.

9.2.1.7 Spectrum Management

9.2.1.7.1 A request by CLEC for an xDSL-capable and/or an xDSL-equipped Loop will be treated in a non-discriminatory manner and provided consistent with **Schedule 9.2.2**.

SCHEDULE 4.1
FOREIGN EXCHANGE

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which SBC-AMERITECH and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services. The compensation set forth in this Schedule does not apply to Internet-bound traffic directed to an Internet Service Provider (ISP) within the calling party's Local Service Area.

2. DEFINTIONS SPECIFIC TO THIS SCHEDULE 4.1

2.1 "Customer" – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Schedule.

2.2 "Foreign Exchange (FX) Service"

2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located. FX Service does not include Internet-bound traffic directed to an Internet Service Provider (ISP) within the calling party's Local Service Area.

2.2.2 FX Service is generally provided in one of two ways. The "line haul" foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a "dedicated prefix" arrangement, the customer's ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer's traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the

telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 "Open End or Foreign Exchange" means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 "Primary Party" denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 "Serving or Closed End Exchange" denotes the exchange in which the FX customer is physically located.

2.6 "Secondary Party" denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

SCHEDULE 2.3
TECHNICAL REFERENCE SCHEDULE

This **Schedule 2.3** consists of a list of Technical References included by the Parties in their predecessor interconnection agreement for Wisconsin. The Parties acknowledge and agree that many of these Technical References may be outdated, and that additional and/or modified Technical References may need to be incorporated into this **Schedule 2.3**. Further, some Technical References may need to be deleted from this **Schedule 2.3**. Pursuant to **Article II, Section 2.3**, the Parties agree to cooperate on the process of updating this list of necessary Technical References to include additional or modified Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) to assist the Parties in meeting their respective responsibilities hereunder. Once updated, the Parties' list of Technical References shall be included in this **Schedule 2.3** via an amendment to the Agreement. Any disputes over the inclusion of a Technical Reference in **Schedule 2.3** shall be handled by the Parties using the dispute resolution process of **Section 28.3**.

Unbundled Network Elements

Unbundled Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
ANSI T1.413-1995
ANSI T1E1 Committee Technical report Number 28

Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)
Bellcore GR-1432-CORE (TCAP)
Bellcore GR-905-CORE (ISUP)
Bellcore GR-1429-CORE (Call Management)
Bellcore GR-1357-CORE (Switched Fractional DS1)
Bellcore GR-1428-CORE (Toll Free Service)
Bellcore GR-1597-CORE (Calling Name)
Bellcore GR-954-CORE (Line Information Database)
Bellcore GR-2863-CORE (Advanced Intelligent Network)
GR-1298-CORE, AIN Switching System Generic Requirements
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements

TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
SR-NWT-002247, AIN Release 1 Update
ANSI standards Q.931, Q.932
Bellcore TR-NWT-08
Bellcore TR-NWT-303
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-303

Dedicated and Shared Transport

AM TR-NIS-000111
AM RT-NIS 000133
ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces
ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and lnterface Combinations, Issue 1, February 1991

<u>Signaling Transfer Points (STPs)</u>

ANSI T1.111.2
ANSI T1.111.3
ANSI T1.111.4
ANSI T1.112
ANSI T1.112.4
ANSI T1.118
ANSI T1.111.6
ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994))

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)

GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)

GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)

GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)

GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)

GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)

BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)

GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90

GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing
Bellcore LSSGR TR-TSY-000511
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"
Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service

Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling

Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications

Bellcore Standard FR-NWT-000476
ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
Ameritech Technical Publication TR-NIS-000111, Ameritech 0C3, 0C12 and 0C48 Service Interface Specifications; and
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech 0C3, 0C12 and 0C48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)
TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)
TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

SCHEDULE 2.2
BONA FIDE REQUEST

2.2.1 Bona Fide Request.

1. Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by CLEC to SBC-AMERITECH for methods of interconection, access to Unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request.

2. SBC-AMERITECH shall promptly consider and analyze the submission of a Bona Fide Request from CLEC for: (a) a method or access to an unbundled Network Element (including Interconnection Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC-AMERITECH provides itself at the time of such request; or (c) a customized service of features, capabilities, functionalities or an unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a "BFR Item."

3. A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on "CLEC Online". Included with the Application CLEC shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

4. CLEC may cancel a Bona Fide Request at any time by written notice to SBC-AMERITECH, but will pay SBC-AMERITECH, as specified below, for reasonable costs incurred by SBC-AMERITECH in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC-AMERITECH's receipt of the cancellation.

   4.1 CLEC is responsible for the reasonable costs incurred by SBC-AMERITECH to prepare the Preliminary Analysis of CLEC's BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-AMERITECH for its costs incurred to complete the Preliminary Analysis of the BFR:

      4.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC-AMERITECH's_preliminary evaluation costs, in which case SBC-AMERITECH may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

4.1.2. Not make the Deposit in which case CLEC shall be responsible for all reasonable costs incurred by SBC-AMERITECH to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).

4.2. If CLEC submits a Deposit with its BFR, and SBC-AMERITECH is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC-AMERITECH will return the Deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. If CLEC cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by CLEC, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to CLEC.

5. SBC-AMERITECH will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC-AMERITECH shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of CLEC's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. CLEC will provide an updated BFR application to include the additional information. CLEC acknowledges that the time intervals set forth in this Schedule begin once SBC-AMERITECH has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.

6. Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC-AMERITECH shall provide to CLEC a Preliminary Analysis of the BFR Item (the **"Preliminary Analysis"**). The Preliminary Analysis shall respond in one of the following ways:

6.1. indicate that SBC-AMERITECH will provide the BFR Item; or

6.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

7. If the Preliminary Analysis indicates that SBC-AMERITECH will provide the BFR Item, CLEC may, at its discretion, provide written authorization for SBC-AMERITECH to prepare a **"BFR Quote"**. The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates

(recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC-AMERITECH deems relevant to CLEC's request for the BFR Item. CLEC's written authorization to develop the BFR Quote must be received by SBC-AMERITECH within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC's obligation to pay SBC-AMERITECH's reasonable costs incurred for the Preliminary Analysis as set forth in **Section 4**, above. Any request by CLEC for SBC-AMERITECH to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

8. As soon as feasible, but not more than thirty (30) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC-AMERITECH shall provide to CLEC a BFR Quote.

9. Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC-AMERITECH for its reasonable costs incurred in the preparation of the BFR Quote. If CLEC believes SBC-AMERITECH's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under **Article XXVIII, Section 28.3** of the Agreement. If SBC-AMERITECH does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and CLEC will reimburse SBC-AMERITECH for its reasonable costs incurred in preparing the BFR Quote.

10. Unless CLEC agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

11. 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, or is failing to act in accordance with the Act, such Party may exercise its rights under **Section 28.3** of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking **Section 28.3**.

SCHEDULE 1.2
DEFINITIONS

"Access Compensation" means the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

"Access Toll Connecting Trunks" is as defined in **Article V, Section 5.1**.

"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.

"Asymmetrical Digital Subscriber Line" or "ADSL" 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.

"A-link" means a diverse pair of facilities connecting local end office switching centers or Signaling Control Points ("SCPs") with Signaling Transfer Points ("STPs").

"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 Telcordia as GR-1100-CORE which defines the industry standard for message recording.

"Account Owner" means a telecommunications company, including SBC-AMERITECH, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

"Alternate Billing Service" or "ABS" means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

Ameritech, AMERITECH, and SBC-AMERITECH (wherever each name may appear in this Agreement) shall mean Ameritech Wisconsin.

"Applicable Law or Laws" is as defined in **Article XIX, Section 19.2.**

"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.

"CLEC Switch Center POI" means a physical address in a LATA where CLEC has located one or more Local Switches, or in the case where CLEC has a Switch in one LATA serving a customer in a different LATA, the CLEC Switch Center POI in the customer's LATA is the physical address (in the LATA where the customer and the ILEC are located) that is designated for the delivery of ILEC traffic.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's 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 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 911 and E911, ANI means a feature by which the calling party's telephone number is automatically forwarded to the E911 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.

"Bill Date" means the date that a bill is issued by a Party.

"Billed Number Screening" or "BNS" means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

"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 in **Schedule 2.2.**

"CABS" means the Carrier Access Billing System.

"Calling Card Service" or "CCS" means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

"Calling Name Database" means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

"Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

"Calling Name Delivery Service" or "CNDS" means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the customer's premises between the first and second ring for display on compatible customer premises equipment.

"Calling Name Information" means a telecommunications company's records of its subscribers names associated with one or more assigned ten-digit telephone numbers.

"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 Article X.

"CCS" means one hundred (100) call seconds.

"Central office switch" ("Central Office") means a switching entity within the public switched telecommunications network, including End Office Switches and tandem switches. A Central Office Switch may also provide tandem switching functions.

"End Office Switch" or "End Office" means a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

"Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

"Centralized Message Distribution System" or "CMDS" means the transport system that LECs use to exchange outcollect and "Carrier Access Billing System" or "CABS" access messages among each other and other Parties connected to CMDS.

"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.

"CNAM Query" means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

"CNAM Query Rate" means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

"Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.

Central Office Build Out (COBO) is a service element or rate element in the LEC's collocation tariff that "includes the nonrecurring charges to recover additions to and distribution of heating, ventilation, and air conditioning, relay rack grounding, relay racks, and an AC Power circuit."

"Collocation" is as described in the Act.

"Combination" is as defined in **Article IX**.

"Commission" or "WPSC" 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 **Article XXVI, Section 26.5**.

"Contract Month" means a calendar month (or portion thereof) during the term of this Agreement. Contract Month one (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 E911 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/End User" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

"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" means the Telecommunications Services usage data of an CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-AMERITECH and forwarded to CLEC.

"Data Base Administration Center" or "DBAC" means an SBC-AMERITECH location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

"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, or (ii) any delay, act or failure to act by the other Party or its End User, agent or subcontractor, or (b) any Force Majeure Event.

"Delivery Date" is as defined in **Article XXII, Sections 12.15.2(d)** and **12.15.3(d).**

"Derivative Information" is as defined in **Article XX, Section 20.1.1(b).**

"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 **Article XX, Section 20.1.1(a)**.

"Dispute" is as defined in **Article XXVIII, Section 28.3.2**.

"Dispute Resolution Process" means the procedures described in **Article XXVIII, Section 28.3**, which have been agreed upon by the Parties on a case-by-case basis for resolution of disputes.

"Disputed Amounts" is as defined in **Article XXVIII, Section 28.2.1.1.1**.

"Effective Date" is the date indicated in the Preamble on which this Agreement shall become effective.

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

"Enhanced 911 (E911) Service" or"E911" provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification ("ANI"), Automatic Location Identification ("ALI") and/or Selective Routing ("SR").

"Enhanced Service Provider" or "ESP" is a company that provides enhanced or value-added services to end users. An ESP typically adds value to telephone lines using its own software and hardware. Internet Service Providers are ESPs.

"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 Interface" or "EMI" (formerly Exchange Message Record- EMR) means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

"Feature Group D" or "FG-D" is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

"Foreign Exchange" or "FX" means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more Local Exchange Carriers ("LECs"), is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

"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 **Article XXX, Section 30.5**.

"Grandfathered Services" is as defined in **Article X, Section 10.3.1**.

"Hazardous Substances" is as defined in **Article XIX, Section 19.4**.

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

"Incumbent Local Exchange Carrier" or "ILEC" is as defined in the Act.

"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 Address Message" or "IAM" means the message used to establish a connection on a specified circuit. The IAM provides the circuit information, which includes the carrier identification and any special requirements to be considered in the handling of the call.

"Initial Term" is as defined in **Article XXI, Section 21.1.2**.

"Insufficient Capacity" is as defined in **Article XVI, Section 16.1.2**.

"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.

"Point of Interconnection," "Interconnection Point," or "POI" is a physical location at which the parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the terms of the agreement.

"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 traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

"Intermediate Distribution Frame" or "IDF" is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

"Joint Operational Team(s)" means inter-company teams formed by the Parties to handle responsibilities as described in **Article XVII**.

"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 CLEC 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 CLEC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

"Line Information Database(s)" or "LIDB" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening ("OLNS") data, ZIP Code data, and Calling Name Information.

"Line Record" means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

"LIDB Editor" means an SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

"LIDB Service Applications" means the query types SBC-AMERITECH accepts for access to LIDB information.

"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/Local Call" means a call to a destination within the calling party's Local Service Area. The Local Service Area for wireline calls in Wisconsin is that area in which a customer may place local messages at Residence or Business Local Message or Extended Community Calling charges. The Local Service Area for an Exchange consists of the basic message exchange area, the Extended Area Service area, and the Extended Community Calling service area defined for the exchange. Traffic directed to an Enhanced Service Provider, or an Enhanced Service Provider's point of presence, located within the Local Service Area, is a local call within the meaning of this definition.

"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 CLEC'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 ATIS/OBF- MECAB Issue 6, February 1998, contains the recommended guidelines for the billing of an access service provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

"Meet-Point Billing" refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Multiple Bill/Single Tariff" is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff ("MM").

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

"Mutual Compensation/Reciprocal Compensation" means compensation between the Parties for those "Local Calls" that originate on the network of one Party and terminate on the network of the other party.

"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").

"Occupancy Date" is as defined in **Article XII**.

"Party" means either SBC-AMERITECH or CLEC, and "Parties" means SBC-AMERITECH and CLEC.

"Physical Collocation" is as defined in the Act.

"PIC" is as defined in **Article X, Section 10.13.4**.

"Personal Identification Number" or "PIN" means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

"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 in **Article 20, Section 20.1.1**.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed 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.

"Publisher" means Ameritech's White Pages Directories publisher.

"Rate Center" means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that 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.

"Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.

"Query" means a message that represents a request to a Database for information.

"Query Rate" means a per-query usage rate that applies to each Query received at an SBC-AMERITECH Database.

"Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an SBC-AMERITECH STP to the SCP where LIDB resides and back.

"Receiving Party" is as defined in **Article XX, Section 20.1.1(a)**.

"Referral Announcement" is as defined in Article XVII.

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

"Resale Services" is as defined in **Article X, Section 10.1**.

"Resale Tariff" is as defined in **Article X**.

"Response" means a message that, when appropriately interpreted, represents an answer to a Query.

SBC-AMERITECH, Ameritech, and AMERITECH, (wherever each name may appear in this Agreement) shall mean Ameritech Wisconsin.

"Selective Routing" or "SR" means an E911 feature that routes an E911 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 E911 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 Management System" or "SMS" means an off-line system used to access, create, modify, or update information in a Database.

"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.

"Sleuth" means an off-line administration system that monitors suspected occurrences of ABS-related fraud, or other comparable fraud detection system.

"Special Billing Number" or "SBN" means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an SBN is either a zero (0) or a one (1).

"Sunsetted Services" is as defined in **Article X, Section 10.3.2**.

"Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMI Telcordia Practice BR 010-200-010.

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMI Telcordia 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.

"Tape Load Facility" means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

"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.

"Toll Billing Exception Service" or "TBE" means a service that allows End Users to restrict third number billing or collect calls to their lines.

"Translation Type" means a code in the Signaling Connection Control Part ("SCCP") of the SS7 signaling message. Signal Transfer Points ("STPs") use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same

Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

"Unauthorized Switching" is as defined in **Article X, Section 10.13.2(a)**.

"Validation Information" means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

"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.

"Wholesale Resale Services" is as defined in **Article X, Section 10.1**.

"For Ameritech – "Wire Center"; For CLEC - "Switch Center" means the location of one or more local switching systems at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

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Pricing Schedule

ARTICLE XXXV
ENTIRE AGREEMENT
SIGNATURES

35.0 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 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2004.

KMC TELECOM V, INC.	WISCONSIN BELL, INC. D/B/A SBC WISCONSIN, BY SBC TELECOMMUNICATIONS, INC. AS AGENT FOR AMERITECH WISCONSIN
By:_____	By: _____
Printed:_____	Printed:_____
Title:_____	Title: For/ President-Industry Markets
Date:_____	Date:_____

ARTICLE XXXIV
OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES

34.0 Operator Services & Directory Assistance Services.

34.1 Operator Services. Operator Services consist of the following services.

34.1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0 - and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0 - and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

(1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

(2) handling emergency calls;

(3) handling person-to-person calls.

(e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an SBC-AMERITECH operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

34.1.2 Automated Call Assistance - mechanized call processing without operator involvement

34.1.3 Automated Alternate Billing Service ("AABS") - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information

34.1.4 Line Information Database ("LIDB") Validation - mechanized queries to a LIDB for billing validation.

34.2 CALL BRANDING

34.2.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

34.2.2 Where technically feasible and/or available, SBC-AMERITECH will brand OS in CLEC's name based upon the criteria outlined below:

34.2.2.1 Where SBC-AMERITECH provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-AMERITECH is only providing OS on behalf of CLEC, the calls will be branded.

34.2.2.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

34.2.2.3 SBC-AMERITECH – CLEC will provide written specifications of its company name to be used by SBC-AMERITECH to create CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

34.2.2.4 CLEC purchasing SBC-AMERITECH unbundled local switching is responsible for maintaining CLEC's End User customer records in SBC-AMERITECH Line Information Database (LIDB). CLEC's failure to properly administer customer records in LIDB may result in branding errors.

34.2.2.5 Branding Load Charges

34.2.2.5.1 SBC-AMERITECH – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by SBC-AMERITECH on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

34.3 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

34.3.1 An SBC-AMERITECH database referenced by an SBC-AMERITECH Operator for CLEC OS specific Reference/Rater information based upon the criteria.

34.3.1.1 Where technically feasible and/or available, SBC-AMERITECH will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

34.3.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

34.3.1.1.2 CLEC will inform SBC-AMERITECH, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information

34.3.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

34.3.1.2 When an SBC-AMERITECH Operator receives a rate request from an CLEC End User, SBC-AMERITECH will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

34.3.1.3 CLEC agrees that due to quality of service and work force scheduling, SBC-AMERITECH will be the sole provider of OS for CLEC's local serving area(s).

34.4 Directory Assistance. Directory Assistance ("DA") service shall consist of the following services.

34.4.1 Directory Assistance - those calls in which the Customer dial digits designated by CLEC to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

34.4.2 Branding. The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

34.4.2.1 Where technically feasible and/or available, SBC-AMERITECH will brand DA in CLEC's name based upon the criteria outlined below:

34.4.2.1.1 Where SBC-AMERITECH provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-AMERITECH is only providing DA service on behalf of CLEC, the calls will be branded.

34.4.2.1.2 CLEC's name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

34.4.2.1.3 CLEC will provide written specifications of its company name to be used by SBC-AMERITECH to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

34.4.2.1.4 CLEC, when purchasing SBC-AMERITECH unbundled local switching is responsible for maintaining, via appropriate input methods, CLEC's End User customer records in SBC-AMERITECH Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

34.4.2.1.5 Branding Load Charges: An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by SBC-AMERITECH on behalf of CLEC when such services are provided in conjunction with the purchase of SBC-AMERITECH unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both.

34.5 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

34.5.1 An SBC-AMERITECH database referenced by an SBC-AMERITECH Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

34.5.1.1 Where technically feasible and/or available, SBC-AMERITECH will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

34.5.1.1.1 CLEC will furnish DA Reference and Rater - information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

34.5.1.1.2 CLEC will inform SBC-AMERITECH via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

34.5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's DA Services Reference or Rater -information.

34.5.1.1.4 Where technically feasible and/or available, when an SBC-AMERITECH Operator receives a rate request from an CLEC End User, SBC-AMERITECH will quote the applicable DA rates as provided by CLEC.

34.6 National Directory Assistance - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

34.7 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit ("ARU") the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone.

34.8 Rate Application. SBC-AMERITECH shall bill CLEC the applicable rates on a monthly basis, in accordance with the **Pricing Schedule**.

34.9 LIABILITY

The provisions set forth in **Article XXV** (Indemnification) and **Article XXVI** (Limitation of Liability) of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Article.

34.10 TERMS OF ARTICLE XXXIV

34.10.1 This **Article XXXIV** will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this **Article XXXIV** is a part, or twelve (12) months, whichever occurs later, either Party may terminate this **Article XXXIV** upon one hundred-twenty (120) calendar days written notice to the other Party.

34.10.2 If CLEC terminates this **Article XXXIV** prior to the 12 month period set forth in **Section 34.10.1**, CLEC shall pay SBC-AMERITECH, within thirty (30) days of the issuance of any bills by SBC-AMERITECH, all amounts due for actual services provided under this Article, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual

monthly service provided by SBC-AMERITECH pursuant to this **Article XXXIV** prior to its termination.

ARTICLE XXXIII
OSS - OPERATIONS SUPPORT SYSTEMS

33.0 Operations Support Systems

33.1 Introduction

33.1.1 This Article sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing

business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

33.2 Definitions

33.2.1 "LSC" means the Local Service Center (LSC) for SBC-12STATE and the Local Exchange Carrier Center (LECC) for SNET.

33.2.2 "LOC" means the Local Operations Center (LOC) for SBC-13STATE.

33.2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC-13STATE.

33.3 General Conditions

33.3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE's LSC or LECC, and for repair and maintenance functions through SBC-13STATE 's LOC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

33.3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in **Section 33.3.12** below, those interfaces will be deemed automatically added to this Article, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

33.3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under

state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to SBC-13STATE's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

33.3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

33.3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in **Section 33.3.12** below, those Interfaces will be deemed automatically deleted from this Article.

33.3.4 Proper Use of OSS interfaces:

33.3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. **Article XXVIII** shall apply to any disputes which arise under this Article, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.

33.3.4.2 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-13STATE shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC-13STATE's Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC-13STATE's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

33.3.4.3 **Article XXVIII** shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC-13STATE's OSS shall be as follows: CLEC shall be responsible for and shall indemnify SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of SBC-13STATE's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access SBC-13STATE's OSS and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry, improper use or manipulation of SBC-13STATE's OSS.

33.3.5 In the event CLEC does not agree that CLEC's use of SBC-13STATE's OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC-13STATE, then the Parties agree to the following steps:

33.3.5.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. SBC may invoke the dispute resolution process in **Article XXVIII** to devise such remedy.

33.3.5.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

33.3.6 Upon notice and good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. As used in this **Section 3.7**, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC-13STATE OSS is justified under the circumstances that exist at the time SBC-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this **Section 33.3.6**, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC affiliate.

33.3.7 Intentionally left blank.

33.3.8 OSS Access to CPNI:

33.3.8.1 Within SBC-13STATE regions, CLEC's access to pre-order functions described in **Sections 33.4.2.2** and **33.4.3.2** will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider.

33.3.8.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such

information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

33.3.8.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

33.3.9 SBC-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

33.3.10 SBC-13STATE shall provide support for the Interfaces described in this Article. In accordance with the SBC-13STATE Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC-13STATE shall list the business days and hours for each call center in SBC-13STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC– Maintenance: 7 days per week, 24 hours per day

LOC– Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

33.3.11 SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

33.3.12 The Parties will follow the final adopted guidelines of Change

Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

33.3.13 Intentionally left blank.

33.3.14 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in **Sections 33.10** and **33.11** of this Article.

33.3.15 For all SBC states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

33.3.16 SBC-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

33.3.17 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

33.3.18 For ease of administration, this Article contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Article contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Article is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Article has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

33.4 Pre-Ordering.

33.4.1 SBC-13STATE will provide real time electronic access to pre-order

functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC.

33.4.2 **Pre-ordering functions for Resale Services and UNEs include:**

33.4.2.1 Feature/Service Availability:

33.4.2.1.1 Feature Inquiry provides SBC-12STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable). For SNET, features will be available based on NPA-NXX.

33.4.2.1.2 PIC/LPIC Inquiry provides SBC-12STATE Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

33.4.2.2 Customer Service Information - CSI Inquiry:
Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in **Section 33.3.2** of this Article.

33.4.2.3 Telephone Number Inquiry:
SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform PreOrder Interfaces, SBC-AMERITECH also provides a Telephone Number Confirmation Inquiry function.

33.4.2.4 Scheduling Inquiry/Availability:

33.4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

33.4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

33.4.2.5 Address Validation Inquiry: SBC-13STATE provides address validation function.

33.4.2.6 Loop Pre-Qualification and Loop Qualification Inquiry:
SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

33.4.2.7 Common Language Location Indicator (CLLI) Inquiry:

Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.2.8 Connecting Facility Assignment (CFA) Inquiry:
Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.2.9 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.4 Electronic Access to Pre-Order Functions:

33.4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** SBC-SWBT will provide CLEC access to one or more of the following systems:

33.4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

33.4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.

33.4.4.1.3 Service Order Retrieval and Distribution (SORD) is available to order SBC-SWBT Resale service.

33.4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide CLEC access to the following system:

33.4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

33.4.4.3 **SNET Resale Service Pre-Order System Availability:**
SBC/SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

33.4.4.3.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.

33.4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

33.4.4.3.3 Electronic Forms (EF) is an automated workflow

process for obtaining pre-order information for specific complex resale products.

33.4.4.4 **SNET Resale Services, UNE, and LNP–Pre-Order System Availability:** SNET will provide CLEC access to its MSAP:

33.4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

33.4.4.5 **SBC-12STATE Resale Services, UNE and LNP Pre-Order System Availability:** SBC-12STATE will provide CLEC access to the following system:

33.4.4.5.1 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-12STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is an application-to-application interface that can be integrated with the CLEC's own systems.

33.4.4.5.2 Enhanced VeriGate is a CLEC interface developed by SBC-12STATE that provides access to the pre-ordering functions. Enhanced VeriGate is accessible via the Web- Toolbar.

33.4.5 Other Pre-order Function Availability:

33.4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

33.4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC-12STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes
- USOC (Universal Service Order Codes)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)

33.5 <u>Ordering/Provisioning</u>

33.5.1 SBC-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to **Section 33.3.1** of this Article. CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to **Section 33.3.12** (Change Management) of this Article.

33.5.2 SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

Resale Service Order Request and Provisioning System Availability:

33.5.3 In SBC-SWBT:

33.5.3.1 R-EASE is available for the ordering of residential Resale services.

33.5.3.2 B-EASE is available for the ordering of business Resale services.

33.5.3.3 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

33.5.3.4 SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (WebLEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5**.

33.5.3.5 As detailed in **Sections 33.5.3.4**, **33.5.5.3**, **33.5.9.1**, **33.5.9.2**, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;

Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

Service orders will be excluded from calculation of the results for all related performance

measurements, described in the Performance Measures Article, as applicable if CLEC fails to correct service order errors within the timeframes specified in this **Section 33.5.3.5**.

Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC-SWBT issued FOC.

33.5.4 In NEVADA only:

33.5.4.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

33.5.4.2 When available, SORD system will support the ordering of all Resale Services.

33.5.5 In PACIFIC only:

33.5.5.1 Intentionally left blank.

33.5.5.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

33.5.5.3 SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in PACIFIC, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

33.5.6 Intentionally left blank.

33.5.7 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

33.5.7.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

33.5.7.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

33.5.7.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

Resale and UNE Service and LNP Order Request and Provisioning System Availability:

33.5.8 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

33.5.9 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or WebLEX.

33.5.9.1 For SBC-SWBT, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

33.5.9.2 In SBC-PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

33.5.10 Intentionally left blank.

33.5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-13STATE support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs are transmitted to SBC-13STATE via NDM Direct Connect.

33.5.12 For SBC-12STATE, WebLEX is the new uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

33.5.13 In SNET, MSAP (SBC-13STATE's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs and Local Number Portability.

33.6 Additional Terms For Provisioning

33.6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:

33.6.1.1 Intentionally left blank.

33.6.1.2 Intentionally left blank.

33.6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system, SBC-13STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the SBC-13STATE due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

33.6.1.4 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX), SBC-13STATE shall provide electronic jeopardy notification of any instances when SBC-13STATE 's due dates are in jeopardy of not being met by SBC-13STATE. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes are sent at service order level. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system, SBC-13STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. SBC-13STATE shall give such notice as soon as it identifies the jeopardy or reject.

33.6.2 **Provisioning for Resale Services and UNEs in SBC-12STATE:** SBC-12STATE will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

33.6.2.1 For SBC-12STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, for SBC-SWBT pending orders can be viewed in SORD.

33.6.2.2 For SBC-12STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

33.6.3 **Provisioning for Resale services and UNEs in PACIFIC and NEVADA:** PACIFIC and NEVADA will provision Resale services and UNE as detailed in CLEC order

requests. Access to status on such orders is provided via the following electronic interfaces:

33.6.3.1 For SBC-PACIFIC and SBC-NEVADA, the Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. PACIFIC and NEVADA also offers Provisioning order status to check the status of service orders.

33.7 Maintenance/Repair

33.7.1 to 33.7.8 Intentionally left blank.

33.7.9 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

33.7.9.1 In SBC-7STATE, Trouble Administration (TA) system access provides CLEC with SBC-7STATE software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-7STATE Classic Toolbar.

33.7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

33.7.9.3 In SBC-12STATE, Electronic Bonding/Trouble Administration- Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

33.7.9.4 In SBC SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

33.7.9.5 In SBC-12STATE, Electronic Bonding/Trouble Administration (EB/TA) is an application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

33.8 Billing And Customer Usage

33.8.1 SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum, SBC-13STATE will provide CLEC billing information in a paper format or via 18 track magnetic tape, as agreed to between CLEC and SBC-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

33.8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

33.8.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.

33.8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

33.8.2.1 In SBC-SWBT, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.

33.8.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Classic Toolbar.

33.8.2.3 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

33.8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

33.8.2.5 Intentionally left blank.

33.8.2.6 In SBC-13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.

33.8.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

33.8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

33.8.3.1 For UNEs, LNP, and interconnection trunks, SBC-13STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

33.8.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Classic Toolbar.

33.8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

33.9 Local Account Maintenance

Loss Notification

33.9.1 SBC-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the 836 transaction, and will also be available via the uniform ordering GUI interface. The current loss notification processes via industry standard CARE record format will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

Change of Preferred InterLATA or IntraLATA Carrier

33.9.2 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll, and (2) interLATA toll.

33.9.3 When an CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify SBC-13STATE of this change using a Local Service Request ("LSR") which it will send to SBC-13STATE over the ordering gateway for provisioning local service. SBC-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. SBC-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

33.9.4 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

33.10 Remote Access Facility

33.10.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a SWBT Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; EDI-Ordering (via EDI Interactive Agent); EDI-PreOrdering (via EDI Interactive Agent or CORBA); SORD; Electronic Bonding/Trouble Administration "EB/TA"; Toolbar Trouble Administration; EBTA-GUI; Enhanced Verigate, WebLEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in

Section 33.10.4.

33.10.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: EDI-Ordering (via EDI/SSL); EDI-PreOrdering (via EDI/SSL or CORBA); SORD; Electronic Bonding/Trouble Administration (via EB/TA); Toolbar; Enhanced Verigate; WebLEX; and PBSM. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in **Section 33.10.4**; provided, however, that CLEC may, at its option, interface with PACIFIC's EDI ordering application as described above through SBC's Local Remote Access Facility ("LRAF"). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

33.10.3 In the Ameritech region, CLEC must access the following OSS interfaces via an Ameritech Remote Access Facility (ARAF) located in Chicago, Illinois. EDI-Ordering; Electronic Bonding/Trouble Administration (via EB/TA); Toolbar; Enhanced Verigate; and WebLEX Connection to the ARAF will be established via a "port" either through dial-up or direct connection as described in **Section 33.10.4**; provided, however, that CLEC may, at its option, interface with SBC-AMERITECH's EDI ordering application as described above through SBC's Local Remote Access Facility ("LRAF"). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the ARAF.

33.10.4 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBCRAF. CLEC shall pay the cost of the call if Switched Access is used.

33.10.5 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via an SBC RAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing an SBC-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

33.10.6 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC RAF access plans in detail and schedule testing of such connections.

33.10.7 For SBC-13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.

33.10.8 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then SBC will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the SBC-13STATE service areas will

become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

33.11 Data Connection Security Requirements

33.11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: "SBC-13STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection in each region for access to SBC-13STATE's OSS. The following additional terms in this section govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces:

33.11.2 Joint Security Requirements.

33.11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

33.11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

33.11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

33.11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

33.11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

33.11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized

to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

33.11.3 Additional Responsibilities of Both Parties.

33.11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

33.11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

33.11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

33.11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

33.11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

33.11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

33.11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

33.11.4.1 Information security policies and guidelines are designed to

protect the integrity, confidentiality and availability of computer, networks and information resources. **Sections 33.11.5** through **33.11.11** summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

33.11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

33.11.5 General Policies.

33.11.5.1 Each Party's resources are for approved business purposes only.

33.11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

33.11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

33.11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

33.11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

33.11.6 User Identification.

33.11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

33.11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

33.11.6.3 Userids will be revalidated on a monthly basis.

33.11.7 User Authentication.

33.11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

33.11.7.2 Passwords must not be stored in script files.

33.11.7.3 Passwords must be entered by the user in real time.

33.11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

33.11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

33.11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

33.11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

33.11.8 Access and Session Control.

33.11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

33.11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

33.11.9 User Authorization.

On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

33.11.10 Software And Data Integrity.

33.11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at

the work location and by access control software on the workstation.

33.11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

33.11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

33.11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

33.11.11 Monitoring And Audit.

33.11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

> "This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

33.11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

33.12 <u>Cooperative Testing And Training</u>

33.12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

33.12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

33.12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less that two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

33.12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

33.12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

33.12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

33.12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Article and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of **Article XX**.

33.13 Miscellaneous Charges

33.13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in the **Pricing Schedule**. Subject to and in

accordance with the commitments made by SBC in connection with the SBC-AMERITECH merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.

33.13.2 For SBC-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

33.13.3 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to the **Pricing Schedule**.

33.13.4 For SBC-7STATE, when CLEC requests the Local Disconnect Report, it agrees to pay $0.003 per entry.

33.13.5 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

SBC-SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ARTICLE XXXII
PERFORMANCE MEASUREMENTS

32.0 Performance Measurements.

The Parties acknowledge that the Public Service Commission of Wisconsin ("Commission") in Case No. 6720-TI-160 adopted performance measurements and a remedy plan. The Parties also acknowledge that in Case No. 01-CV-011200 ("Stay Order"), the Wisconsin Circuit Court of Milwaukee County stayed the implementation of portions of the Order issued by the State Commission.

Accordingly, CLEC and SBC-AMERITECH agree that:

32.1 Expressly subject to **Section 32.5**, SBC-AMERITECH shall implement Performance Measurements and a remedy plan approved by the Commission in Case No. 6720-TI-160 or any relevant successor dockets, as well as the state-specific Business Rules developed in relation to such Performance Measurements and remedy plan on the earliest of the following dates: (a) the date when SBC-AMERITECH voluntarily agrees to implement a Performance Measurement and Remedy Plan that is approved by the State Commission or (b) the date when the Stay Order has been lifted or a court of law with competent jurisdiction has affirmed the Commission's decision in Case No. 6720-TI-160 ("Implementation Date"). No further Amendment of this Agreement shall be necessary in order to implement the Performance Measures and Remedy Plan. To the extent the FCC issues an order related to Performance Measurements and remedies that expressly preempts the Commission's authority on these issues, either party may invoke its rights under **Article XXIX**. SBC-AMERITECH agrees to post the Business Rules on SBC-AMERITECH's Internet website.

32.2 The Performance Measurements and remedy plan referred to herein, notwithstanding any provisions in any other Article or Schedule of this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC-AMERITECH is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, tariffs, and within this interconnection agreement.

32.3 In addition to the exclusions described in the performance measures and Remedy Plan ordered by the Commission, SBC-AMERITECH shall not be obligated to pay remedies, liquidated damages or assessments for

noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-AMERITECH's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

32.4 The Parties agree that Performance Measurements, remedy plan and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized, and on a going forward basis unless otherwise ordered by the Commission. In the event a Party disputes the adoption of a proposed revision in the Collaborative Process, the Party seeking such adoption may raise the issue with the Commission for resolution. Until a final Commission order resolving the issue is effective, the Parties agree to abide by the performance measures, Remedy Plan and Business Rules previously agreed to, adopted in the Collaborative Process, or ordered by the Commission. Nothing in this Article limits the rights of either Party to seek changes to Performance Measurements, Remedy Plan or Business Rules.

32.5 Each Party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from any Commission order in regard to Performance Measurements, Remedy Plan or Business Rules. It is SBC-AMERITECH'S position that compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such Party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the Performance Measures and remedy plan.

32.6 Any payment by SBC-AMERITECH pursuant to the remedy plan described in this **Article XXXII** may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

ARTICLE XXXI
AMERITECH COLLOCATION

31.1 Physical Collocation. CLEC shall provide to SBC-AMERITECH Physical Collocation in the LEC Access Equipment Room in CLEC's Wire Centers for equipment necessary for Interconnection (pursuant to **Article III**). CLEC shall provide SBC-AMERITECH Collocation only for the purpose of such Interconnection.

31.2 Eligible Equipment. SBC-AMERITECH may Collocate equipment necessary for Interconnection of the same type that it uses to provide total service access[1] for CLEC.

31.3 Transmission Facility Options. SBC-AMERITECH may either purchase transmission facilities (and any necessary Cross-Connection) from CLEC or provide its own transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CLEC's Premises.

31.4 Interconnection Points and Cables. CLEC shall:

31.4.1 provide SBC-AMERITECH an Interconnection point or points physically accessible by both SBC-AMERITECH and CLEC, at which the fiber optic cable carrying SBC-AMERITECH's circuits can enter CLEC's Premises; provided that CLEC shall designate Interconnection Points as close as reasonably possible to CLEC's Premises;

31.4.2 provide at least two (2) such Interconnection points at CLEC's Premises at which there are at least two (2) entry points for SBC-AMERITECH's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

31.4.3 permit SBC-AMERITECH Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

31.5 Allocation of Collocation Space

31.5.1 CLEC shall not be required to lease or construct additional space in a Premises to provide SBC-AMERITECH Physical Collocation when existing space in such Premises has been exhausted.

31.5.2 SBC-AMERITECH will provide CLEC with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes agreed upon pursuant to **Article XII**.

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[1] Total service access is access services purchased by CLEC from SBC-AMERITECH to provide switched or dedicated access to CLEC Customers.

CLEC will attempt to deliver Collocation pursuant to SBC-AMERITECH's forecasts to the extent that Collocation space is then available.

31.5.3 The Parties expect that under normal conditions CLEC will have space available for SBC-AMERITECH to interconnect with CLEC for purposes of terminating Local Traffic and IntraLATA Toll Traffic. However, should space not be available, CLEC will attempt to establish a POI at another mutually agreeable CLEC Wire Center which CLEC determines has available space and sufficient facilities for transporting traffic between CLEC Wire Centers at rates, terms and conditions to be negotiated upon by the Parties. If an alternative POI is not available in the LATA, the Parties will enter into good faith negotiations to establish an alternative method for SBC-AMERITECH to terminate Local Traffic and IntraLATA Toll Traffic on CLEC's network.

31.6 Subcontractor and Vendor Approval. CLEC shall allow SBC-AMERITECH to have an CLEC-approved subcontractor install updates to Collocated equipment, including software updates. Approval of such subcontractors by CLEC shall be based on the same criteria it uses in approving contractors for its own purposes.

31.7 Delivery of Collocated Space.

31.7.1 CLEC shall provide SBC-AMERITECH with a single point of contact for all inquiries regarding Collocation. If SBC-AMERITECH needs to install additional equipment in the LEC Access Equipment Room, SBC-AMERITECH shall request additional space for Collocation by delivering a written request to CLEC. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the interoffice transmission facilities SBC-AMERITECH will require for such space, (iii) the equipment to be housed in such space, and (v) the date on which SBC-AMERITECH intends to initiate service from such space. CLEC shall notify SBC-AMERITECH in writing within ten (10) Business Days of receiving SBC-AMERITECH's request for Collocation as to whether the requested space is available. If intraoffice facilities will not be available for Collocation of initial service within three (3) months after receipt of SBC-AMERITECH's request for space pursuant to this Section, then CLEC shall provide written notification, within ten (10) Business Days after the receipt of such request, as to when the intraoffice facilities will be made available.

31.7.2 Physical Collocation.

31.7.2.1 If additional space for Physical Collocation is immediately available at the time of SBC-AMERITECH's request, CLEC shall include in its notice to SBC-AMERITECH: (i) the space to be provided, and (ii) whether CLEC can deliver the space to SBC-AMERITECH by the date set forth in **Section 31.7.2.3**.

31.7.2.2 If SBC-AMERITECH's requested Physical Collocation space is available, SBC-AMERITECH and CLEC shall have an initial walkthrough of such space within ten (10) Business Days after CLEC confirms that the requested space is

available.

31.7.2.3 CLEC shall deliver to SBC-AMERITECH the requested space on or before the later of: (i) one hundred twenty (120) days from CLEC's receipt of SBC-AMERITECH's request for Collocation, or (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CLEC to deliver to SBC-AMERITECH such space within the foregoing intervals (such date of delivery referred to as the (**"Delivery Date"**).

31.7.2.4 Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 31.7**.

31.7.2.5 After completion of construction, CLEC and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from CLEC. Exceptions that are noted during this acceptance walkthrough shall be corrected by CLEC within thirty (30) days after the walkthrough. CLEC shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions shall be at CLEC's expense, subject to any change orders requested by SBC-AMERITECH.

31.7.2.6 SBC-AMERITECH shall also be entitled to credits for delays by CLEC in provisioning space for Collocation, and for the inability of SBC-AMERITECH to use equipment located in space provided for Collocation as a result of the failure by CLEC to comply with its obligations under this Agreement, pursuant to terms and conditions agreed upon by the Implementation Team.

31.8 Pricing. The prices charged to SBC-AMERITECH for Collocation are set forth in the **Pricing Schedule**.

31.9 Billing. CLEC shall bill SBC-AMERITECH for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

31.10 Additional Requirements. The additional requirements set forth on **Schedule 31.10** shall be applicable to Physical Collocation.

31.11 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

31.11.1 SBC-AMERITECH and CLEC shall restrict access to SBC-AMERITECH equipment, support equipment, systems, tools and data, or spaces which contain or house SBC-AMERITECH equipment enclosures, to SBC-AMERITECH employees and other authorized non-SBC-AMERITECH personnel to the extent necessary to perform their specific job function.

31.11.2 SBC-AMERITECH shall comply at all times with security and safety procedures and existing requirements that are defined by CLEC and communicated to SBC-AMERITECH.

31.11.3 CLEC shall allow SBC-AMERITECH periodically to inspect or observe spaces which house or contain SBC-AMERITECH equipment or equipment enclosures and furnish SBC-AMERITECH with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured SBC-AMERITECH space, subject to **Section 31.11.2** and **Article XX**.

31.11.4 CLEC shall furnish to SBC-AMERITECH a current written list of CLEC employees who CLEC authorizes to enter SBC-AMERITECH's Physical Collocation space, with samples of the identifying credentials to be carried by such persons.

31.11.5 CLEC shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CLEC secures external access to spaces that house CLEC's equipment.

31.11.6 CLEC shall limit the keys used in its keying systems for SBC-AMERITECH's specific Physical Collocation space which contain or house SBC-AMERITECH equipment or equipment enclosures to its employees and representatives to emergency access only. SBC-AMERITECH shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that SBC-AMERITECH shall immediately provide CLEC with such new keys.

31.11.7 CLEC shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Wire Center.

31.12 Standards of Performance. CLEC shall provide Collocation to SBC-AMERITECH in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XXX
MISCELLANEOUS

30.0 Miscellaneous.

30.1 Authorization.

30.1.1 Wisconsin Bell, Inc. (d/b/a Ameritech Wisconsin) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

30.1.2 KMC Data, LLC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants to SBC-AMERITECH that it has been certified as an LEC by the Commission and is authorized to provide in the State of Wisconsin the services it has contracted to provide herein.

30.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

30.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

30.4 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.

30.5 Force Majeure. Except as otherwise specifically provided in this Agreement, 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 30.5**: (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.

30.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules, and Regulations and orders interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements,

functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Chicago, Illinois and Madison and Milwaukee, Wisconsin.

30.7 Taxes.

30.7.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter **"Tax"**) imposed on, or with respect to, the Interconnection, Resale Services, Network Elements provided on an unbundled basis, functions, facilities, products and services under this Agreement provided by or to such Party, except for: (a) any Tax on either party's corporate existence, status, or income, or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.

30.7.2 With respect to any purchase of Interconnection, Resale Services, Network Elements on an unbundled basis, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party, and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

30.7.2.1 Taxes for which the purchasing Party is liable. With respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.

30.7.2.2 Taxes for which the providing Party is liable. With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in **Article 27.2.3**.

30.7.2.3 Notwithstanding **Section 30.7.2.2** above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four (4) years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this section, the purchasing party must be notified of the audit determination from which the surcharge results, within thirty (30) days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

30.7.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements on an unbundled basis, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law as reflected in appropriate tariff(s) on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User, and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

30.7.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in **Section 30.7.2** and all Subsections thereunder, and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

30.7.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

30.7.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

30.7.7 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 of 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 for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law as reflected in appropriate tariff(s) excludes or exempts a purchase of Interconnection, Resale Services, Network Elements on an unbundled basis, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party: (a) furnishes the

providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate, and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

30.7.8 With respect to any Tax or Tax controversy covered by this **Section 30.7**, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

30.7.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this **Section 30.7** shall be sent in accordance with **Section 30.10** hereof.

30.8 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 person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an Affiliate in accordance with **Section 30.2** by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. 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 and the assigning Party will remain liable for the performance of any assignee.

30.8.1 If SBC-AMERITECH directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of SBC-AMERITECH's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), SBC-AMERITECH must provide CLEC with at least ninety (90) calendar days prior written notice. SBC-AMERITECH shall not engage in any Transfer unless the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to CLEC), for the benefit of CLEC:

(i) to be bound by all of SBC-AMERITECH's obligations in this Agreement with respect to the portion of SBC-AMERITECH's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any

operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;

(ii) to ensure that the Transfer shall not have a material adverse impact on the operations or functionality of any of the Services provided under this Agreement to CLEC or its end users to the extent that such impact would not have been permitted under this Agreement;

(iii) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251 (f) of the Act or other applicable law; and

(iv) to engage in good faith negotiations with CLEC prior to the expiration of any interconnection agreement governing the Transferred Operations.

30.9 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. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

30.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, 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 facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 30.10**, to the following addresses of the Parties:

To CLEC:

KMC Data, LLC
Marva Johnson – Interconnection Contract Management
1755 N. Brown Road
Lawrenceville, GA 30043
Facsimile: 678-985-6220

To SBC/Ameritech:

Contract Administration
ATTN: Notices Manager

311 S. Akard, 9th Floor
Four SBC Plaza
Dallas, TX 75202-5398
Telephone No: 214-464-1933
Facsimile No: 214-464-2006

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) five (5) days after mailing in the case of first class or certified U.S. mail, or (iv) with respect to facsimile, on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

30.11 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 except as permitted by Applicable Law.

30.12 Intellectual Property.

30.12.1 CLEC acknowledges that its right under this Agreement to interconnect with SBC-AMERITECH's network and to unbundle and/or combine SBC-AMERITECH's network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

30.12.1.1 SBC-AMERITECH agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as SBC-AMERITECH.

30.12.1.2 SBC-AMERITECH shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by SBC-AMERITECH.

30.12.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SBC-AMERITECH shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SBC-AMERITECH under the vendor contract and the terms of the contract (excluding cost terms). SBC-AMERITECH shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

30.12.2 SBC-AMERITECH hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with CLEC's network elements) in SBC-AMERITECH's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC-AMERITECH agrees in **Section 30.12.1.1** to use its best efforts to obtain.

30.12.3 SBC-AMERITECH does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Damages for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's interconnection with SBC-AMERITECH's network and unbundling and/or combining SBC-AMERITECH's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC-AMERITECH agrees in **Section 30.12.1.1** to use its best efforts to obtain.

30.12.4 CLEC hereby agrees to release, indemnify and hold SBC-AMERITECH harmless from and against all Damages arising out of, caused by, or relating to any Claim that CLEC's interconnection with SBC-AMERITECH's network, or CLEC's use of SBC-AMERITECH's network elements, or unbundling and/or combining of SBC-AMERITECH's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any third party Intellectual Property rights or constitutes a breach of contract rights of third parties. In no event shall SBC-AMERITECH be liable for any actual or consequential damages that CLEC may suffer arising out of any such Claim.

30.12.5 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to this **Section 30.12**, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC-AMERITECH.

30.13 Branding. Services offered by CLEC that incorporate Network Elements made available by SBC-AMERITECH to CLEC pursuant to this Agreement, and SBC-AMERITECH services that CLEC offers for resale shall, at CLEC's sole discretion, be

branded exclusively as CLEC services, or otherwise, as CLEC shall determine and as may be more specifically defined elsewhere in this Agreement. CLEC shall provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as CLEC shall otherwise specify. In those instances where CLEC requires SBC-AMERITECH personnel to interface directly with CLEC Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as representing CLEC, and shall not identify themselves as representing SBC-AMERITECH. All forms, business cards or other business materials furnished by SBC-AMERITECH to CLEC Customers shall be subject to CLEC's prior review and approval, and shall bear no corporate name, logo, trademark or tradename other than CLEC's or such other brand or brands as CLEC shall determine. In no event shall SBC-AMERITECH personnel acting on behalf of CLEC pursuant to this Agreement provide information to CLEC customers about SBC-AMERITECH products or services.

30.14 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services not specifically provided herein.

30.15 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, 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. 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. 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.

30.16 No License. No license under patents, copyrights or any other Intellectual Property right (other than the 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.

30.17 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 **Articles XX, XXI**, **XXII**, **XXIII**, **XXV, XXVI**, **XXVII** and **XXVIII**, **Sections 6.5, 10.11.3, 16.15, 16.17, 28.2, 28.3, 30.7, 30.11, and 30.14** and **Schedule 10.9.1.**

30.18 Scope of Agreement. This Agreement is entered into pursuant to Sections 251 and 252 of the Act and describes and enables arrangements including 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 in this Agreement. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

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30.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

30.20 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Pricing Schedule have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under **Section 28.3**.

30.21 Scope of Obligations

30.21.1 Notwithstanding anything to the contrary contained herein, SBC-AMERITECH's obligations under this Agreement shall apply only to:

30.21.1.1 the specific operating area(s) or portion thereof in which SBC-AMERITECH is then deemed to be the ILEC under the Act (the "ILEC Territory"), and assets that SBC-AMERITECH owns or leases and which are used in connection with SBC-AMERITECH's provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

30.22 Amendments and Modifications. No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The amendment or modification shall become effective upon approval of such Amendment by the appropriate Commission, unless otherwise agreed to by the Parties.

ARTICLE XXIX
REGULATORY APPROVAL

29.0 Regulatory Approval.

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. If the Commission, the FCC or any court 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 and related provisions; 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.

29.2 Tariffs. The Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC-AMERITECH may file. The Parties agree that CLEC is not precluded from ordering products and services available under any effective SBC-AMERITECH tariff or any tariff that SBC-AMERITECH may file in the future assuming CLEC satisfies all conditions that might be contained in such tariff.

29.3 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 legally binding legislative, regulatory, or 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. In the event that such new terms are not renegotiated within ninety (90) days

after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this **Section 29.3**, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which became effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this **Section 29.3**.

29.4 Regulatory Changes. If any legally binding legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects any material term of this Agreement or materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, upon written notice, 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. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in **Section 28.3** of this Agreement. For purposes of this **Section 29.4**, legally binding means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

29.5 Proxy Rates. In the event the initial rates under this Agreement are "proxy rates" established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

29.6 Option to Obtain Local Services or Network Elements Under Other Agreements.

29.6.1 SBC-AMERITECH will make available a list of all the interconnection agreements it has in effect with other carriers. This list will include the following information: (1) the Commission docket number associated with each agreement; (2) its date of approval; and (3) the parties to the agreement. SBC-AMERITECH will provide the initial list of interconnection agreements within thirty (30) days of the Effective Date of this Agreement and shall update the list within fifteen (15) days of the date that SBC-AMERITECH enters into any new agreement. No later than sixty (60) days from the Effective Date of this Agreement, SBC-AMERITECH shall post its effective interconnection agreements with other carriers in the state of Wisconsin to an internet site accessible by CLEC. After the first date such agreements are posted to such internet site, to the extent that any effective SBC-AMERITECH interconnection agreement for the state of Wisconsin is or becomes unavailable on such internet site (or successor site thereto), SBC-AMERITECH shall make such agreement available for inspection by CLEC either electronically or in a hard copy format. To the extent required by section 252(i) of the Act, regulations thereunder and relevant court decisions, SBC-AMERITECH shall make available to CLEC, without unreasonable delay, any interconnection, service or network element contained in any agreement to which SBC-AMERITECH is a party that has been filed and approved by the Commission pursuant to Section 252 of the Act.

29.6.2 Any dispute between the Parties concerning any election or exercise of an option by either Party under this **Article XXIX** shall be resolved pursuant to **Section 28.3**.

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

28.0 Audit Rights, Disputed Amounts and Dispute Resolution.

28.1 Audit Rights.

28.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party (**"Auditing Party"**) may audit the other Party's (**"Audited Party"**) books, records, data and other documents, as provided herein, once each Contract Year for the purpose(s) of: (i) evaluating the accuracy of Audited Party's billing and invoicing, and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. 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 either by the Auditing Party's employees or by an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice, and the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. Such audit shall begin on or before the later of: (i) thirtieth (30th) day after Audited Party receives a written notice requesting an audit, or (ii) the fifteenth (15th) day after the Parties have selected an auditor. If an independent auditor is used, Auditing Party shall cause the independent 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: (i) 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, or (ii) non-compliance by Auditing Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of services provided to Audited Party with an aggregate value of at least 5% of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

28.1.2 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. If the Audited Party requests an independent auditor, the Auditing Party shall not have access to the data of the Audited Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to any 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.

28.1.3 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: (a) one and one-half percent (1½%) per month, and (b) 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, neither Party shall be liable for any Underbilled Charges for which Customer Usage Data was not furnished by the other Party within ten (10) months of the date such usage was incurred.

28.1.4 Audits shall be at Auditing Party's expense, except as provided in **Section 28.1.1**, above, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

28.1.5 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 28.1.1**. Any additional audit shall be at the requesting Party's expense.

28.2 Billing Disputes.

28.2.1 Billing Disputes Related to Paid Amounts.

28.2.1.1 In order for a Billed Party to dispute all or a portion of amounts it has previously paid, it must:

28.2.1.1.1 within eleven (11) months of CLEC's receipt of the bill* in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

*For purposes of this **Section 28.2.1.1.1**, a Billed Party may dispute all or portion of backbilled amounts previously paid within twelve (12) months of the date of issuance of the backbill.

28.2.1.1.2 follow the dispute resolution procedures set forth in **Section 28.2.3**.

28.2.1.2 If a Billed Party brings a dispute pursuant to this **Section 28.2**, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to **Section 28.2.3** or **Section 28.3**, in favor of the Billed Party, the Billing Party shall, no later than the second bill date after the resolution of the dispute, for that portion of the paid Disputed Amounts resolved in favor of the Billed Party, including credit for interest assessed or applied with respect to such portion of the paid Disputed Amounts, if any, thereon. Such interest shall be computed under **Article XXVII, Section 27.13** as if such portion of the paid Disputed Amount became past due from the Billing Party on the same date the Disputed Amount was paid by the Billed Party.

28.2.2 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

28.2.2.1 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 "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pays to SBC-AMERITECH all undisputed unpaid charges by their applicable due date. The notice shall be identified as

arising under this **Section 28.2.2**. All disputes must be in good faith and have a reasonable basis.

28.2.2.2 The Billed Party shall pay: (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in **Section 28.2.2.4** below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

28.2.2.2.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

28.2.2.2.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

28.2.2.2.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

28.2.2.2.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

28.2.2.2.5 The escrow account must be an interest bearing account;

28.2.2.2.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

28.2.2.2.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

28.2.2.2.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

28.2.2.2.9 Disbursements from the escrow account shall be limited to those:

28.2.2.2.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

28.2.2.2.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of **Section 28.3**; or

28.2.2.2.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to **Section 28.3**.

28.2.2.3 Disputed Amounts in escrow shall be subject to interest as set forth in **Section 27.13**.

28.2.2.4 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by **Section 28.2.2.2**, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

28.2.2.5 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Informal Billing Dispute Resolution provisions set forth in **Section 28.2.3**.

28.2.2.6 If the Billed Party disputes any charges in accordance with **Section 28.2**, and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

28.2.2.6.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

28.2.2.6.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

28.2.2.6.3. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest

thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to **Section 27.13** had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

28.2.3 Informal Billing Dispute Resolution Process.

28.2.3.1 Within five (5) days after delivery of the notices of dispute described in **Section 28.2**, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the billing dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize alternative dispute resolution procedures such as mediation to assist in the negotiations.

28.2.3.2 If the Parties are unable to resolve the dispute through the informal procedures described above in **Section 28.2.3.1**, then either Party may invoke the formal Dispute Resolution Process set forth in **Section 28.3.3** after providing the other at least ten (10) days prior written notice of its intent to do so. Unless the Parties otherwise agree, a Party may give notice of its intent to invoke the procedures of **Section 28.3.3** no earlier than sixty (60) days after the date of the notices of dispute described in **Section 28.2**, initiating informal billing dispute resolution under this Section of the Agreement.

28.3 Dispute Escalation and Resolution.

28.3.1 General.

28.3.1.1 Purpose. This **Section 28.3** is intended to provide for the expeditious resolution of all disputes between SBC-AMERITECH and CLEC arising under this Agreement, and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers. Notwithstanding the procedures in this **Section 28.3**, in no event shall the parties disrupt service to any CLEC customer or SBC-AMERITECH customer pending the resolution of a dispute. Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Dispute Resolution shall commence upon one Party's receipt of written notice, which notice shall be identified as being brought pursuant to this section, of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

28.3.1.2 Non-Exclusive Remedy.

28.3.1.2.1 Dispute resolution under the procedures provided in this **Section 28.3** shall be the preferred, but not the exclusive, remedy for all disputes between SBC-AMERITECH and CLEC arising out of this Agreement or its breach. Notwithstanding anything to the contrary provided herein, each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in **Section 28.3.2**, below (or with respect to billing disputes, the Informal Billing Dispute Resolution process set forth in **Section 28.2.3**, above) have been followed, in good faith, by the Party commencing such action or complaint.

28.3.1.2.2 Nothing in this **Section 28.3** shall limit the right of either SBC-AMERITECH or CLEC to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding (but prior to a decision being rendered) brought pursuant to this **Section 28.3**. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

28.3.2 Informal Dispute 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 **Section 28.3.** 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 knowledgeable, responsible 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. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration, lawsuit or other proceeding described below without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in an arbitration, lawsuit or other proceeding. If the Parties are unable to resolve issues related to a Dispute within fifteen (15) days after receipt by one Party of notice of a Dispute, (or within sixty (60) days after receipt by one Party of notice of a billing dispute under **Section 28.2**, above) the Parties shall follow the procedures set forth in **Section 28.3.3**, below.

28.3.3 Formal Dispute Resolution. In the event of a Dispute between SBC-AMERITECH and CLEC arising under this Agreement that is not resolved pursuant to **Section 28.3.2**, above (or with respect to billing disputes, pursuant to **Section 28.2.3**, above), either Party may invoke the formal Dispute Resolution procedures described in this **Section 28.3.3**.

28.3.3.1 Claims Subject to Commercial Arbitration. Claims will be subject to arbitration pursuant to **Section 28.3.3.2** if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction.

28.3.3.2 Procedures Governing Commercial Arbitration.

28.3.3.2.1 Selection of Provider of Arbitration Services. Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator appointed by a provider of arbitration services to which the Parties agree. If the Parties are unable to agree upon a provider of arbitration services for the arbitration of their first dispute, if any, under this Agreement, then the provider shall be J.A.M.S./Endispute. If the Parties are unable to agree upon a provider of arbitration services for the arbitration of their next dispute, if any, under the Agreement, then the provider of arbitration services for that arbitration shall be the American Arbitration Association. Thereafter, if the Parties are unable to agree to the provider of arbitration services for subsequent disputes that may arise under the Agreement, the provider shall alternate between the American Arbitration Association and J.A.M.S./Endispute. Applicable commercial arbitration rules of the provider selected or determined under this Section shall govern the proceeding before an arbitrator appointed by that provider.

28.3.3.2.2 Qualification of Arbitrator; Timing. Regardless of which provider is used under **Section 28.3.3.2.1**, above, the arbitrator appointed shall be knowledgeable of telecommunications issues. The arbitration hearing will be requested to commence within twenty-five (25) calendar days of the demand for arbitration. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within fifteen (15) calendar days after the deadline for the filing of the briefs.

28.3.3.2.3 Duties and Powers of the Arbitrator. The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

28.3.3.2.4 Discovery. There shall be no discovery except of the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. SBC-AMERITECH and CLEC shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either SBC-AMERITECH or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between SBC-AMERITECH and CLEC, and such resolution with respect to the need, scope, manner and timing of discovery shall be final and binding.

28.3.3.2.5 Privileges. The Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

28.3.3.2.6 Location of Hearing. Each arbitration between CLEC and SBC-AMERITECH will be held in Chicago, Illinois, unless otherwise agreed by the Parties.

28.3.3.2.7 Decision.

28.3.3.2.7.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

28.3.3.2.7.2 The Arbitrator's award shall be binding with respect to those rights and liabilities of the Parties under the Agreement addressed in the award, unless the award is reversed, vacated, or modified on appeal by the Commission pursuant to this **Section 28.3.3.2.7** below, or by a court of competent jurisdiction.

28.3.3.2.7.3 Within fifteen (15) days of the decision and award, the Arbitrator's decision must be submitted to the Commission for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.

28.3.3.2.7.4 The Commission will determine whether to review the dispute within fifteen (15) days of the date of receipt of the decision submitted for review. If the Commission does not exercise its jurisdiction within fifteen (15) days of receipt, the Arbitrator's decision and award shall be final and binding on the Parties. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

28.3.3.2.8 Fees.

28.3.3.2.8.1. The Arbitrator's fees and expenses that are directly related to a particular proceeding arising out of a dispute under

the terms and conditions of this Agreement and raised pursuant to the procedures set out in this **Section 28.3** shall be paid by the losing Party. The Arbitrator shall determine which Party is the losing Party for purposes of this provision. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success or failure of each Party. Those Arbitrator fees and expenses not directly related to a particular proceeding shall be shared equally. Arbitrator's fees and expenses under this provision include the Arbitrator's per hour, per diem or per-proceeding fee, as established before the proceeding begins (or as subsequently presented to and agreed to by the Parties), any conference room rental costs and administrative fees billed by the Arbitrator's association, and any properly documented travel or other expenses incurred by the Arbitrator pursuant to his or her employment agreement with the Parties. In no event, shall the Arbitrator's fees and expenses under this provision include fees or costs incurred by the Parties, including, by way of example, attorneys' fees, copying costs, expert fees and expenses, travel expenses, and other such costs.

28.3.3.2.8.2. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

28.3.3.2.9 Confidentiality. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either party, unless it is subject to being safeguarded as proprietary, trade secret or confidential information, in which event the procedures for disclosure of such information shall apply.

ARTICLE XXVII
BILLING

27.0 Billing.

27.1 Introduction.

27.1.1 This **Article XXVII** sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur as a result of purchasing Network Elements, Resold Services or Interconnection functions, facilities, products and services, as set forth in this Agreement.

27.1.2 Charges for the relevant services billed under this **Article XXVII** are set forth herein, in the **Pricing Schedule** and in applicable tariffs or contracts referenced in this Agreement.

27.2 Billing Information and Charges.

27.2.1 SBC-AMERITECH will bill in accordance with this Agreement those charges CLEC incurs under this Article; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill's charges will be formatted in accordance with CABS for charges for Network Elements ordered by CLEC and for Interconnection charges, or in accordance with Customer Records Information System (**"CRIS"**) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SBC-AMERITECH shall provide information on the invoices for each Billing Account Number (**"BAN"**) sufficient to enable CLEC to identify for the Resale services or Network Elements being billed, the type of service ordered by CLEC and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC. Each CABS bill will include a Customer Service Record (**"CSR"**) and will set forth: (a) the quantity and description of each Network Element provided to CLEC, or (b) the usage and applicable rates billed for Interconnection.

27.2.1.1 SBC-AMERITECH agrees to accept, process and pay all bill invoices submitted by CLEC that are not CABS-compliant until such time as CLEC completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. CLEC shall use its reasonable best efforts to complete this conversion by January 1, 2001.

27.2.2 SBC-AMERITECH will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC pursuant to this Agreement. Each bill provided by SBC-AMERITECH to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in **Section 27.2.3** below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in **Section 27.2.3**, below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in **Section 27.2.3**, below, and (6) any Customer Service Record (**"CSR"**) for all recurring flat-rated charges.

27.2.2.1 SBC-AMERITECH shall bill CLEC for each Unbundled Network Element, Resold Service or Interconnection facilities, products or services supplied by SBC-AMERITECH to CLEC pursuant to this Agreement at the rates prescribed by this Agreement. SBC-AMERITECH will bill CLEC based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by SBC-AMERITECH, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

27.2.2.2 CLEC may request that certain categories of charges be included in separate bills, for which CLEC will designate different billing addresses.

27.2.2.3 Except as otherwise specified in this Agreement, each Party shall be responsible for: (a) all costs and expenses it incurs in complying with its obligations under this Agreement, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure that it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

27.2.2.4 Each Party shall provide the other Party, at no additional charge, a contact person to address billing questions or problems that may arise during the implementation and performance of the terms and conditions of this **Article XXVII**.

27.2.2.5 SBC-AMERITECH shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded

call information furnished in accordance with the requirements of **Section 27.10** of this Agreement.

27.2.3 A Party may send bills to the other Party containing amounts found to be unbilled or underbilled ("Backbill(s)"), as follows:

27.2.3.1 Except as provided in **Section 27.2.3.5** below, for erroneous failure to bill or underbilling of any charges incurred by a Party under this Agreement, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date. For the purposes of this **Section 27.2.3**, charges shall be deemed incurred for: (i) services charged on a usage-sensitive basis, upon the recording of such usage, and (ii) all other services, upon the first day of the billing cycle in which the billed Party used such service; or

27.2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date; or

27.2.3.3 Where a billing Party is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, the billing Party may submit to the billed Party, up to one hundred and twenty (120) days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirement Date; or

27.2.3.4 Except as provided in **Section 27.2.3.5** below, neither Party will be liable for charges contained in Backbills that are sent outside the time periods defined in **Section 27.2.3.1** through **Section 27.2.3.3**.

27.2.3.5 A billing Party may send Backbills outside of the time periods defined in **Section 27.2.3.1** through **Section 27.2.3.3**, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling.

27.2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those

arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Article.

27.2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format.

27.2.5 For CABS-billed services, SBC-AMERITECH will assign to CLEC a separate Billing Account Number (**"BAN"**) per each type of service (e.g., connectivity) per LATA.

27.2.6 For Resale services, SBC-AMERITECH will assign to CLEC a separate BAN per Regional Accounting Office (**"RAO"**) for consumer or residential and a separate BAN per RAO for business.

27.3 Issuance of Bills.

27.3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Article), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

27.3.2 All bills that are in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

27.3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Article.

27.3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within three (3) business days) notice if a billing transmission is received that does not meet the specifications in this Article. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

27.4 Electronic Transmissions.

27.4.1 At CLEC's request, SBC-AMERITECH will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SBC-AMERITECH has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SBC-AMERITECH must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SBC-AMERITECH's Connect:Direct software. CLEC will supply to SBC-AMERITECH its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

27.4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC-AMERITECH Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or

	GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

27.5 Tape Or Paper Transmissions.

27.5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC-AMERITECH). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations below, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

	TO CLEC	**TO SBC-AMERITECH**
Tape Transmissions via U.S. Mail:	KMC Data, LLC Marva Johnson 1755 N. Brown Road Lawrenceville, GA 30043	Technical Architect 7222 N. Broadway Room 7M149A Milwaukee, WI 53202
Tape Transmissions via Overnight Delivery:	KMC Data, LLC Marva Johnson 1755 N. Brown Road Lawrenceville, GA 30043	Technical Architect 7222 N. Broadway Room 7M149A Milwaukee, WI 53202
Paper Transmissions via U.S. Mail:	KMC Data, LLC Marva Johnson 1755 N. Brown Road Lawrenceville, GA 30043	Technical Architect 7222 N. Broadway Room 7M149A Milwaukee, WI 53202
Paper Transmissions via Overnight Delivery:	KMC Data, LLC Marva Johnson 1755 N. Brown Road Lawrenceville, GA 30043	Technical Architect 7222 N. Broadway Room 7M149A Milwaukee, WI 53202

27.5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

27.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code (**"EBCDIC"**). Each reel of tape must be one hundred percent (100%) tested at twenty percent (20%) or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

27.5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

27.5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

27.5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

27.6 Testing Requirements.

27.6.1 At least ninety (90) days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least thirty (30) days prior to either Party changing mechanized formats; or at least ninety (90) days prior to either Party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Article, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Article. SBC-AMERITECH shall also provide to CLEC's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify SBC-AMERITECH within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SBC-AMERITECH shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions testing meet CABS/BOS specifications. SBC-AMERITECH shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications

27.6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

27.6.3 For Resale services**,** during the testing period, SBC-AMERITECH shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location:

Test Tapes:	KMC Data, LLC Marva Johnson 1755 N. Brown Road Lawrenceville, GA 30043

27.7 Additional Requirements.

27.7.1 If SBC-AMERITECH transmits data in a mechanized format, SBC-AMERITECH will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
(e) The invoice number must not have embedded spaces or low values.

27.8 Bill Accuracy Certification.

27.8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SBC-AMERITECH will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, SBC-AMERITECH agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by CLEC under this Agreement. Accordingly, at CLEC's option on a connectivity by connectivity basis, CLEC and SBC-AMERITECH agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

27.9 Meetpoint Billing – Facilities Based.

27.9.1 CLEC and SBC-AMERITECH will establish and maintain meet-point billing (**"MPB"**) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (**"NECA"**) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

27.9.2 CLEC and SBC-AMERITECH will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

27.9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (**"CIC"**) of the Interexchange Carriers (**"IXCs"**) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In

the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

27.9.4 SBC-AMERITECH and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Article . SBC-AMERITECH and CLEC will coordinate and exchange the billing account reference (**"BAR"**) and billing account cross reference (**"BACR"**) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

27.9.5 Each Party will provide access usage records (**"AURs"**) to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (**"SURs"**) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in **Section 27.10** of this **Article XXVII**.

27.9.5.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

27.9.5.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

27.9.6 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

27.10 Recording. The Parties shall record call information in accordance with this subsection. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party.

27.10.1 SBC-AMERITECH will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC-AMERITECH provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC-AMERITECH - provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC-AMERITECH.

27.10.1.1 SBC-AMERITECH will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-AMERITECH .

27.10.1.2 Assembly and editing will be performed on all IXC transported messages recorded by SBC-AMERITECH, during the billing period established by SBC-AMERITECH and selected by CLEC. Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC-AMERITECH and provided to CLEC.

27.10.1.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

27.10.1.4 SBC-AMERITECH will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

27.10.2 SBC-AMERITECH as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (**"AURs"**) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (**"SURs"**) required by SBC-AMERITECH on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (**"MECAB"**) document.

27.10.3 SBC-AMERITECH will provide CLEC valid lists and ongoing updates of all carrier identification codes (**"CIC"**) and associated billing information for each SBC-AMERITECH tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

27.10.4 Each EMR record transmitted by one Party to the other Party will contain a CIC.

27.10.4.1 If SBC-AMERITECH does not have a CIC for a local exchange carrier, CLEC or IXC for whom SBC-AMERITECH must transmit to CLEC Connectivity Billing records or information pursuant to this **Article XXVII**, SBC-AMERITECH will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, SBC-AMERITECH will use SBC-AMERITECH's CIC on records for billing and payment submitted to CLEC with respect to such carrier. SBC-AMERITECH will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.4.2 If CLEC does not have a CIC for a local exchange carrier, CLEC or IXC for whom CLEC must transmit to SBC-AMERITECH Connectivity Billing records or information pursuant to this **Article XXVII**, CLEC will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, CLEC will use CLEC's CIC on records for billing and payment submitted to SBC-AMERITECH with respect to such carrier. CLEC will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.5 Each Party shall provide the other Party, at no additional charge, a contact person for resolving any data exchange problems.

27.10.6 If, despite timely notification by one Party, the other Party fails to provide message detail due to loss, as a direct result of the other having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Party failing to provide data ("non-providing Party") will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the non-providing Party's liability to the other Party shall be limited to one of the following two alternatives, from which the other Party may choose:

1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail; or

2) a direct reimbursement for such amount of estimated net lost revenue.

27.11 Mutual Compensation.

27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the Pricing Schedule and in accordance with Section 27.11.5, below.

27.11.2 In SBC-AMERITECH, billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in Section 27.3.2, preceding.

27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

27.11.4 When CLEC is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by CLEC's switch port count to arrive at CLEC's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each CLEC switch port in service to arrive at that month's compensation.

27.11.5 When CLEC is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

27.12 Payment of Charges.

27.12.1 Subject to the terms of this Agreement, including but not limited to **Section 28.2** and **Section 28.3**, CLEC and SBC-AMERITECH will pay each other all rates and charges due and owing under this Agreement within thirty (30) calendar days from the Bill Date of an invoice or within twenty (20) calendar days from the date on which an invoice is received, whichever is later (the "Bill Due Date"); provided, the paying Party shall notify the billing Party in writing before the earlier of the two dates if it intends to avail itself of the "20 days from receipt" option. If the Bill Due Date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the Bill Due Date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

27.12.2 Each Party shall make all Payments in U.S. Dollars to the other Party via electronic funds credit transfers through the Automated Clearing House Association (**"ACH"**) network to the financial institution designated by the Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and

information for payment, SWBT will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and SWBT shall abide by the National Automated Clearing House Association (**"NACHA"**) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable Bill Due Date of each bill or interest will apply as provided in **Section 27.13** below. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

27.12.2.1 SBC-AMERITECH and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

27.12.2.2 In the event CLEC receives multiple and/or other bills from SBC-AMERITECH that are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SBC-AMERITECH's bank account designated pursuant to **Section 27.12.2** and CLEC will provide SBC-AMERITECH with a payment advice pursuant to **Section 27.12.2.1**.

27.13 Late Payment Charges. If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, **"Past Due"**), then interest shall be assessed as follows in **Sections 27.13.1** and **27.13.2**, as applicable. No other late payment fee or charge applies to overdue amounts.

27.13.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system other than the SBC-AMERITECH Customer Records Information System (**"CRIS"**) shall be the lesser of: (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH intrastate Michigan access services Commission-approved tariff, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

27.13.2 If any charge incurred under this Agreement that is billed out of SBC-AMERITECH's CRIS is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to SBC-AMERITECH CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH Michigan intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-AMERITECH's retail end users that are business end users, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

27.14 Termination for Nonpayment and Procedures for Disconnection.

27.14.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due; provided, however, that the Party allegedly due payment: (1) notifies the other Party in writing of the amounts due pursuant to the notice provisions of this Agreement, (2) uses any dispute resolution process permitted under **Section 28.3**, (3) obtains a favorable final, nonappealable and nonreviewable ruling in that process, and (4) does not receive payment within thirty (30) calendar days of the date on which such ruling becomes nonappealable and nonreviewable.

27.14.2 Pending the resolution of any dispute raised in accordance with **Section 28.3** of this Agreement, whether by settlement or by final and nonappealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this **Section 27.14**, unless otherwise directed by the other Party. Notwithstanding the foregoing, SBC-AMERITECH may disconnect Resale and/or UNE services provided under this Agreement for nonpayment, as set forth below.

27.14.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has not presented a dispute under **Section 28.2** of this Agreement, the procedures for notice and disconnection as set forth in **Sections 27.14.6 through 27.14.14**, below shall apply.

27.14.4 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under **Section 28.2.2** of this Agreement, but neither Party has sought or requested Formal Dispute Resolution under **Section 28.3.3** of this Agreement, within sixty (60) days of the date of the letter initiating informal dispute resolution under **Section 28.2.2** (the "Informal Dispute Period"), then SBC-AMERITECH shall notify CLEC and the Commission that unless the Previously

Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC's Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-AMERITECH local service. On the same day it sends the notice letter required by this **Section 27.14.4**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of **Sections 27.14.8 through 27.14.14** shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In **Section 27.14.8**, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "forty (40) days past the expiration of the 60-day Informal Dispute Period;"

(ii) In **Section 27.14.9**, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "forty-five (45) days past the expiration of the 60-day Informal Dispute Period;"

(iii) In **Section 27.14.10**, the parenthetical "(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)" shall be deleted;

(iv) In **Section 27.14.11**, the parenthetical "(eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges)" shall be deleted.

(v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read "Previously Disputed Amounts" where the phrase "Unpaid Charges" is found.

27.14.5 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Section 28.3.3** below, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, SBC-AMERITECH shall notify CLEC and the Commission that unless the amounts required to be paid to SBC-AMERITECH following the conclusion of the Formal Dispute Resolution process (**"FDR Amounts"**) are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC's Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-

AMERITECH local service. On the same day it sends the notice letter required by this **Section 27.14.5**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this **Section 27.14.5**, "conclusion" of the Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Sections 28.3**, above shall occur on the day any ruling, order or award in that process becomes final and nonappealable. Furthermore, the provisions of **Sections 27.14.8 through 27.14.14** shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In **Section 27.14.8**, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "forty (40) days past the conclusion of the Formal Dispute Resolution process;"

(ii) In **Section 27.14.9**, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "forty-five (45) days past the conclusion of the Formal Dispute Resolution process;"

(iii) In **Section 27.14.10**, the parenthetical "(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)" shall be deleted;

(iv) In **Section 27.14.11**, the parenthetical "(eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges)" shall be deleted.

(v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read "FDR Amounts" wherever the phrase "Unpaid Charges" is found.

27.14.6 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under **Section 28.2.2** ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, SBC-AMERITECH shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to SBC-AMERITECH. With respect to resale services and network elements, SBC-AMERITECH will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from CLEC receipt of SBC-AMERITECH's notice, except as otherwise provided in **Section 28.2.2**, governing bona fide billing disputes of unpaid amounts. No payment made by CLEC following notice by SBC-AMERITECH as provided in this Section shall prejudice or otherwise adversely affect CLEC's right to dispute the Unpaid Charges, once paid, pursuant to **Section 28.2.1**, below.

27.14.7 If any undisputed Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, SBC-AMERITECH shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. This notice shall further specify that for any of CLEC's Resale end Users whose local service will be so disconnected, SBC-AMERITECH shall cause such Resale end Users to be defaulted to SBC-AMERITECH local service. On the same day that it sends the letter required by this **Section 27.14.7**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

27.14.8 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date. This notice shall also advise CLEC's Resale end users that SBC-AMERITECH may assume the end user's account at the end of the five (5) calendar day period should the end user fail to select a new Local Service Provider in the interim.

27.14.9 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, SBC-AMERITECH shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. On the same date that such resale services are disconnected, SBC-AMERITECH shall cause Resale end users of the services disconnected in accordance with this Section that have not selected another local service provider to be transferred directly to SBC-AMERITECH's local service. To the extent available at retail from SBC-AMERITECH, the Resale end users transferred to SBC-AMERITECH's local service shall receive the same services provided through CLEC immediately prior to the time of transfer. SBC-AMERITECH shall inform the Commission of the names of all Resale end users transferred through this process. Applicable conversion charges and service establishment charges prescribed by this Agreement for transferring Resale end users from CLEC to SBC-AMERITECH as specified in this **Section 27.14.9** shall be billed to, and paid by, CLEC.

27.14.10 Within five (5) calendar days after the transfer (fifty (50) calendar days past the due date for such undisputed Unpaid Charges), SBC-AMERITECH shall notify all transferred Resale end users that because of CLEC's failure to pay SBC-AMERITECH, their local service is now being provided by SBC-AMERITECH. SBC-AMERITECH shall also notify each transferred Resale end user that the Resale end user

has thirty (30) calendar days to select a new Local Service Provider.

27.14.11 If any Resale end user transferred to SBC-AMERITECH's local service pursuant to **Section 27.14.9** of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SBC-AMERITECH's local service (eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges), SBC-AMERITECH shall terminate that Resale end user's service. SBC-AMERITECH shall notify the Commission of the names of all such end users whose service has been terminated pursuant to this **Section 27.14.11**. The transferred Resale end user shall be responsible for any and all charges incurred during the selection period.

27.14.12 SBC-AMERITECH may discontinue service to CLEC as provided in **Section 27.14.9** of this Agreement only after SBC-AMERITECH has sent all notices it is required to send as provided in **Article XXVIII**, if any, and this **Section 27.14**, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.

27.14.13 Nothing in this Agreement shall be interpreted to obligate SBC-AMERITECH to continue to provide service to any transferred end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC-AMERITECH has with regard to such end users.

27.14.14 Once all notices SBC-AMERITECH is required to send under this **Section 27.14** have been sent, SBC-AMERITECH shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid, and (ii) CLEC has furnished AMERITECH a deposit calculated pursuant to the terms and conditions of **Section 19.20** (Deposits) of **Article XIX** of this Agreement.

27.15 Customer Usage Data – Introduction.

27.15 This Section Customer Usage Data sets forth the terms and conditions for SBC-AMERITECH's provision of usage data (as defined in this Article) to CLEC. Usage Data will be provided by SBC-AMERITECH to CLEC when CLEC purchases Network Elements or Resale services from SBC-AMERITECH.

27.15.1 General Requirements for Customer Usage Data

27.15.1.1 SBC-AMERITECH's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SBC-AMERITECH during and as part of the implementation and testing

process. SBC-AMERITECH's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SBC-AMERITECH's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

27.15.1.2 SBC-AMERITECH will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000**,** or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

27.15.2 Customer Usage Data Specifications

27.15.2.1 SBC-AMERITECH will provide all usage data for CLEC's customers using the SBC-AMERITECH-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC-AMERITECH facilities and contracted by SBC-AMERITECH;
- calls to directory assistance where SBC-AMERITECH provides such service to an CLEC customer;
- calls completed via SBC-AMERITECH-provided operator services where SBC-AMERITECH provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services;
- Station-level detail for SBC-AMERITECH-provided CENTREX and PLEXAR families of services for Resale services.

SBC-AMERITECH will provide Usage Data for completed calls only for Network Elements that SBC-AMERITECH records (e.g., unbundled local switching, but not loops). SBC-AMERITECH will provide Usage Data for completed calls for Resale services offerings that SBC-AMERITECH records for itself (e.g., Local Measured Service.)

27.15.2.2 SBC-AMERITECH will provide to CLEC Usage Data for CLEC customers only. SBC-AMERITECH will not submit other carrier local usage data as part of the CLEC Usage Data.

27.15.3 Customer Usage Data Format

27.15.3.1 SBC-AMERITECH will provide Usage Data in the OBF Exchange Message Interface (**"EMI"**) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties

27.15.3.2 SBC-AMERITECH will include the Working Telephone Number (**"WTN"**) of the call originator on each EMI call record.

27.15.3.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

27.15.3.4 For Resale services, SBC-AMERITECH will daily provide CLEC with daily recordings which will permit it to render end user bills. For Network Elements only, SBC-AMERITECH will daily provide CLEC with daily recordings that will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

27.15.3.4.1 For the transmissions of such records, CLEC will pay to SBC-AMERITECH a per-record charge set forth in the **Pricing Schedule**.

27.15.4 Usage Data Reporting Requirements

27.15.4.1 SBC-AMERITECH will segregate and organize the Usage Data in a manner agreeable to both Parties.

27.15.4.2 SBC-AMERITECH will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

27.15.4.3 SBC-AMERITECH will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

27.15.4.4 CLEC and SBC-AMERITECH will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

27.15.4.5 SBC-AMERITECH will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

27.15.4.6 SBC-AMERITECH will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

27.15.4.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

27.16 Alternatively Billed Calls-Resale Services and Network Elements.

27.16.1 Calls that are placed using the services of SBC-AMERITECH or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line or Network Elements (e.g., switch port) and billed to a SBC-AMERITECH line or other LEC or LSP are called "Outcollects."

27.16.2 Outcollects: SBC-AMERITECH will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC-AMERITECH has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (**"LSP"**) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for SBC-AMERITECH's transmission of Outcollect messages to CLEC is applicable, and SBC-AMERITECH will bill CLEC for the transmission charge set forth in the **Pricing Schedule**. In addition, for Resale services, CLEC will compensate SBC-AMERITECH for the receipt of the IntraLATA toll message.

27.16.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (**"Incollects"**), SBC-AMERITECH will provide the rated messages it receives from the CMDS1 network or which SBC-AMERITECH records (non-ICS) to CLEC for billing to CLEC's end-users. SBC-AMERITECH will transmit such data on a daily basis. SBC-AMERITECH will credit CLEC the Billing and Collection (**"B&C"**) fee set forth in the **Pricing Schedule** for billing the Incollects. CLEC and SBC-AMERITECH have stipulated that a per message charge for SBC-AMERITECH's transmission of Incollect messages to CLEC is applicable, and SBC-AMERITECH will bill CLEC for the transmission charge set forth in the **Pricing Schedule**.

27.17 Charges for Ancillary Functions.

27.17.1 Any SBC-AMERITECH charges for ancillary functions shall be billed consistent with the provisions of **Article XXVII** of this Agreement.

27.17.2 Any SBC-AMERITECH charges for ancillary functions must be specifically documented consistent with **Article XXVII** of this Agreement.

27.17.3 CLEC may request that certain of these charges for ancillary functions be included in separate connectivity bills sent to separately designated billing addresses.

ARTICLE XXVI
LIMITATION OF LIABILITY

26.0 Limitation of Liability.

26.1 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 Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

26.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

26.3 Limitation of Damages. Except for payments required under **Article XXXII** (Performance Measurements), and except for indemnity obligations under **Article XXV**, 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 properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or Combination or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its Customer if the comparable retail service was provided directly to its Customer.

26.4 Limitations in Tariffs. Each 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 26.5**). 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 that such other Party included in its own tariffs at the time of such Loss.

26.5 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 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 25.1** to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person. For purposes of this **Section 26.5**, amounts due and owing to CLEC, if any, pursuant to the Article related to Performance Standards, Measurements and Penalties and the appendices referenced in that Article, shall not be considered to be Consequential Damages.

26.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XXV
INDEMNIFICATION

25.0 Indemnification.

25.1 General Indemnity Rights. 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 person arising out of the negligent acts or omissions, or willful misconduct (**"Fault"**) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

(b) any Loss arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communication.

The foregoing includes any Losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

(c) any and all penalties imposed upon 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, any 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 such Indemnifying Party's failure to comply with Applicable Law.

25.2 Reimbursement. A Party (for purposes of this **Section 25.2** the **"Reimbursing Party"**) shall reimburse the other Party (for purposes of this **Section 25.2** the **"Reimbursed Party"**) for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

25.3 Intellectual Property Liability and Indemnification. Provisions governing Intellectual Property liability and indemnification are set forth in **Article XXX**, **Section 30.12**.

25. 4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this **Article XXV**, 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 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, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, 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 **Article XX**.

ARTICLE XXIV
SEVERABILITY

24.0 Severability.

24.1 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.

ARTICLE XXIII
CANCELLATION CHARGES

23.0 Cancellation Charges.

23.1 Cancellation Charges. Except as otherwise provided in this Agreement, 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.

ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

22.0 Disclaimer of Representations and Warranties.

22.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SBC-AMERITECH NOR CLEC ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

ARTICLE XXI
TERM AND TERMINATION

21.0 Term and Termination.

21.1 Effective Date, Term, and Termination.

21.1.1 The Effective Date of this Agreement shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

21.1.2 The initial term of this Agreement shall expire on July 9, 2004. Upon expiration of the Initial Term, this Agreement shall automatically remain in full force and effect, unless a Party delivers written notice, at least two hundred and seventy (270) days prior to the expiration of the Initial Term, to the other Party of its election not to renew this Agreement

21.1.3 In the event that neither Party delivers written notice at least two hundred and seventy (270) days prior to the expiration date of the Initial Term of its election not to renew this Agreement, the Agreement will remain in full force and effect until it is replaced with a successor agreement, terminated or expires, pursuant to subsequent notice provided by either Party. Such subsequent notice to renegotiate or terminate the Agreement may be given by either Party at any time after the expiration of the Initial Term provided, however, that the effective date of the termination, expiration, or replacement of the existing Agreement with a successor agreement pursuant to this subsequent notice shall be no sooner than two hundred and seventy (270) days after the receipt of the notice, unless a different date is mutually agreed upon by the Parties. If negotiations for a successor agreement are not complete within such two hundred and seventy (270) day period, then the rates, terms and conditions of this Agreement shall continue in full force and effect in accordance with **Section 21.1.5**, below.

21.1.4 If either Party serves notice pursuant to **Sections 21.1.2** or **21.1.3**, CLEC shall have thirty (30) days to provide SBC-AMERITECH with written confirmation of whether CLEC wishes to pursue a successor agreement with SBC-AMERITECH or terminate its agreement. If CLEC wishes to pursue a successor Agreement with SBC-AMERITECH, CLEC shall attach to its written confirmation, a written request to commence negotiations with SBC-AMERITECH under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

21.1.5 The rates, terms and conditions of this Agreement shall continue in full force and effect until, in accordance with the terms of this Article, a successor agreement is reached. If CLEC elects not to pursue a successor agreement with SBC-AMERITECH, the rates, terms and conditions of this Agreement shall continue in full

force and effect until this Agreement expires or is terminated, provided, however, that both Parties will cooperate in the provision of Transitional Support as required by **Section 21.3**.

21.1.6 If at any time during the Section 252(a)(1) negotiation process, CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH. If CLEC does not include in its notice of withdrawal either a request to establish a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire at the end of the Initial Term if the Section 252(a)(1) request is made during the Initial Term. If the Section 252(a)(1) request is made after the Initial Term, then the Agreement with SBC-AMERITECH will continue in full force and effect for a period of one hundred and twenty (120) days after the date CLEC provides the notice of withdrawal of its Section 252(a)(1) request, unless CLEC provides SBC-AMERITECH with notice of a Section 252(i) adoption in the interim.

21.1.7 If CLEC does not affirmatively confirm within thirty (30) days of a notice given by either Party pursuant to **Sections 21.1.2** or **21.1.3** of this Article that it wishes to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire either: (i) at the end of the Initial Term, or (ii) if the Initial Term has ended, after a period of one hundred and twenty (120) days from the date thirty (30) days after such notice is given.

21.1.8 CLEC may terminate any service(s), Interconnection or Network Element(s) provided under this Agreement upon thirty (30) days prior written notice to SBC-AMERITECH, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, or Network Element(s), in which event such specific period and conditions shall apply.

21.2 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 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

21.3 Transitional Support.

21.3.1 In the event of the expiration or termination of this Agreement pursuant to **Section 21.1.7** each Party agrees to cooperate reasonably in an orderly and efficient transition to a successor provider. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

21.4 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; provided that a Party is entitled to recover such expenses under the provisions of this Agreement.

ARTICLE XX
PROPRIETARY INFORMATION

20.0 Proprietary Information.

20.1 Definition of Proprietary Information.

20.1.1 **"Proprietary Information"** means:

(a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, employee records, financial reports, market data, 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, graphic, electromagnetic, or other tangible form is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following 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"**).

20.1.2 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. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) days after the information is disclosed. The Receiving Party shall, from that time forward, treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this **Article XX**, 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."**

20.2 Disclosure and Use.

20.2.1 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 agents, 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.

20.2.2 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.

20.2.3 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 20.3**, 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.

20.2.4 This **Section 20.2** 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 an agent, employee representative or Affiliate of the 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 no reasonable basis on which to inquire as to whether or not such information was subject to a confidentiality agreement at the time such information was acquired; 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 20.3**.

20.3 Government Disclosure.

20.3.1 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.

20.3.2 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 20.3** with respect to all or part of such requirement.

20.3.3 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 20.3**. 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.

20.3.4 Notwithstanding any of the foregoing, a Receiving Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to the Receiving Party's activities under the Act. The Receiving Party need not provide prior written notice of such disclosure to the Disclosing Party if the Receiving Party has obtained an appropriate order for protective relief from regulatory agencies permitted by law to issue an order for protective relief, or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.4 Ownership.

20.4.1 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).

20.4.2 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).

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

20.4.4 If destroyed, all copies 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.

20.4.5 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.4.6 Each Party has the right to refuse to accept any Proprietary Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.0 General Responsibilities of the Parties.

19.1 Interconnection Activation Dates. Each of SBC-AMERITECH and CLEC shall use its best efforts to comply with the Interconnection Activation Dates established by the Parties.

19.2 Compliance with Applicable Law and Certification. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, legally binding orders, decisions, injunctions, judgments, awards and decrees (collectively, **"Applicable Law"**) that relate to its obligations under this Agreement. By complying with Applicable Law, however, neither Party waives any of its rights, remedies or arguments with respect to such Applicable Law.

19.2.1 Each Party agrees to obtain all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement.

19.2.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Hazardous Substances. Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. **"Hazardous Substances"** includes those substances: (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and (ii) listed by any governmental agency as a hazardous substance.

19.4.1 CLEC shall in no event be liable to SBC-AMERITECH for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that CLEC did not introduce to the affected work location. SBC-AMERITECH shall indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits,

liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that SBC-AMERITECH, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which SBC-AMERITECH is responsible under Applicable Law.

19.4.2 SBC-AMERITECH shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that SBC-AMERITECH did not introduce to the affected work location. CLEC shall indemnify, defend (at SBC-AMERITECH's request) and hold harmless SBC-AMERITECH, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that CLEC, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which CLEC is responsible under Applicable Law.

19.5 Forecasting Requirements.

19.5.1 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.

19.5.2 Forecasting Responsibilities

19.5.2.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-AMERITECH shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be exchanged on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-AMERITECH General Trunk Forecast. This forecast from both parties should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Article for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.2.2 The semi-annual forecasts shall include:

19.5.2.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local

Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

19.5.2.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders equal to or greater than sixteen (16) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

19.5.2.2.3 The Parties shall meet to discuss the mutual forecasts provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

19.5.2.3 SBC-AMERITECH shall be responsible for forecasting and servicing the one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-AMERITECH, unless otherwise specified in this Article. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

19.5.2.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

19.5.2.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

19.6 Certain Network Facilities. 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 using industry standard format 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 **Section 19.5**. 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.

19.7 Network Harm. Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that materially interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, materially impairs the quality of Telecommunications 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. Upon such occurrence either Party may discontinue or refuse service, but only to the extent necessary to respond to such emergency.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

19.8.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

19.8.2 Commercial General Liability insurance with minimum limits of: $5,000,000 General Aggregate limit; $2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $2,500,000 each occurrence sub-limit for Personal Injury and Advertising; $5,000,000 Products/Completed Operations Aggregate limit, with a $2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

19.8.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Each policy shall contain a waiver of subrogation with respect to property damage, only, in favor of the other Party.

19.8.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under **Section 28.3** of this Agreement.

19.8.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under **Article XIX** shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is

afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on such Party's captive insurance company to provide any of the coverages required hereunder, such captive insurance company shall have a minimum net worth of $15 million. In the case of such captive insurance company, the requirement of this **Section 19.8.5** to provide a certificate of insurance shall be complied with by providing the other Party with a copy of the most recent audited balance sheet of such captive insurance company.

19.8.6 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.8.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.8.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

19.8.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

19.8.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

19.8.8 For all locations other than those governed by 3D agreements between SBC-AMERITECH and CLEC, SBC-AMERITECH shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to CLEC, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of CLEC. SBC-AMERITECH shall have the right to self-insure this obligation, and agrees to waive any rights of recovery from CLEC.

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

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

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

19.16 Switch Programming. 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.

19.17 OCNs. To the extent it has not been previously provided to SBC-AMERITECH, on the date of CLEC's signature of this Agreement, CLEC shall provide SBC-AMERITECH with CLEC's national OCN for Resale Services and its Wisconsin state-specific OCN for facilities-based services (Interconnection and/or Unbundled Network Elements).

19.18 Transport Facilities. 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.

19.19 Change of Name.

19.19.1 In the event that either Party makes any corporate name change that would require a change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities that would require a change in OCN/ACEN, such Party will use best efforts to submit written notice to the other Party no later than thirty (30) days before such Party's change is fully implemented. Such a change, when made by CLEC, is referred to as "CLEC Change."

19.19.2 Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate SBC-AMERITECH for the costs to be incurred by SBC-AMERITECH to make the CLEC Change to the applicable SBC-AMERITECH databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate SBC-AMERITECH for any service order charges and/or service request charges associated with such CLEC Change. SBC-AMERITECH's agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

19.20 Deposits.

19.20.1 The deposit requirements set forth in this section apply to SBC-AMERITECH's providing the Resale Services and Network Elements (exclusive of interconnection facilities) furnished under this Agreement. SBC-AMERITECH may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SBC-AMERITECH, make a reasonable deposit to be held by SBC-AMERITECH as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of **Sections 28.2** and **28.3**.

19.20.2 If CLEC is required in accordance with this **Section 19.20** to make a deposit payment and SBC-AMERITECH furnishes to CLEC both Resale Services and Network Elements under this Agreement, CLEC shall make two separate deposits where applicable, each calculated separately as set forth below.

19.20.3 Unless CLEC is not required to make a deposit payment as described in **Section 19.20.1** above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SBC-AMERITECH. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Wisconsin, the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Wisconsin, the deposit

shall be in the amount calculated using the method set forth in **Section 19.20.7** of this Agreement. This cash deposit will be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in **Section 19.20.1** above, SBC-AMERITECH shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in **Section 19.20.1** and **Sections 19.20.4** through **Section 19.20.10** of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

19.20.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-AMERITECH will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC-AMERITECH reserves the right to require additional deposit(s) determined in accordance with **Section 19.20.5** and **Section 19.20.6** through **Section 19.20.10** of this Agreement.

19.20.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent by SBC-AMERITECH one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date, as defined in **Article XXVII**, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SBC-AMERITECH within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.7 Whenever CLEC's deposit is re-evaluated as specified in **Section 19.20.5** or **Section 19.20.6**, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by **Sections 19.20.5** and **19.20.6**.

19.20.8 Whenever a deposit is re-evaluated as specified in **Section 19.20.5** and **Section 19.20.6**, above, CLEC shall remit the additional deposit amount to SBC-AMERITECH within thirty (30) calendar days of receipt of written notification SBC-AMERITECH requiring such deposit.

19.20.9 The deposit requirements of this **Section 19.20** may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC-AMERITECH. No interest shall be paid by SBC-AMERITECH for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

19.20.10 The fact that SBC-AMERITECH holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

19.20.11 Any cash deposit held by SBC-AMERITECH shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in **Section 19.20.5**) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this **Section 19.20.11**, interest will be applied from the date paid and calculated as defined in **Sections 27.13.1** and **27.13.2** to CRIS and non-CRIS billed charges, as applicable, above, and shall be credited to CLEC's account on an annual basis.

19.20.12 Any cash deposit shall be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC, provided, however, SBC-AMERITECH may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

19.20.12.1 when SBC-AMERITECH sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under **Article XXVIII** as to any amount covered by the delinquency notice); or

19.20.12.2 when SBC-AMERITECH suspends CLEC's ability to process orders in accordance with **Section 27.14**; or

19.20.12.3 when CLEC files for protection under the bankruptcy laws; or

19.20.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

19.20.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SBC-AMERITECH);

19.20.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-AMERITECH shall credit any cash deposit to CLEC's account so long as SBC-AMERITECH has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

19.20.12.7 upon mutual agreement of the Parties.

19.20.13 Assuming that the previous payment and credit history of a Party (a **"Requesting Party"**) justifies doing so, upon request the other Party (the **"Acknowledging Party"**) will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by **Section 30.23** ("Entire Agreement"), below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

19.21 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses related to the matters covered by this Agreement.

ARTICLE XVIII
JOINT OPERATIONAL TEAMS

18.0 Joint Operational Teams.

18.1 Joint Operational Teams. Upon the request of either Party hereto, the Parties shall promptly form joint operational teams as needed to develop the procedures, guidelines, specifications and standards necessary for the provision of services under this Agreement and for the specific implementation of each Party's obligations hereunder. Once a joint operational team is established, each Party's representatives to the team will work in good faith to resolve identified implementation issues in a timely manner. Agreements reached by such operational teams shall be documented, unless otherwise agreed upon by the Parties.

The Parties agree that any necessary operational process included in the companies' former Implementation Plan that is not addressed in this Agreement may, upon mutual agreement of the Parties, be defined and documented by an inter-company joint operational team, pursuant to the procedure established by **Article XVIII**.

ARTICLE XVII
INTERCEPT/REFERRAL ANNOUNCEMENT

17.0 Intercept/Referral Announcement.

17.1 Intercept Announcement. When a Customer changes its service provider from SBC-AMERITECH to CLEC, from CLEC to SBC-AMERITECH, or from CLEC to a CLEC and does not retain its original telephone number, the Party formerly providing the switching functionality for the Customer's abandoned line shall provide an intercept announcement (**"Intercept Announcement"**) on the abandoned telephone number which provides details on the Customer's change in number. When a customer changes local service from SBC-AMERITECH to CLEC and an Intercept Announcement is needed, CLEC may, at its discretion, order the Intercept Announcement from SBC-AMERITECH on behalf of the Customer. When a customer leaves CLEC where CLEC was providing service to the customer through unbundled local switching from SBC-AMERITECH, SBC-AMERITECH may not preclude CLEC from ordering the Intercept Announcement on behalf of the Customer and shall accept the request for an Intercept Announcement directly from CLEC.

Intercept Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for a period of 90 days for residential customers and 360 days for business customers; provided, however, that the provision of number referral is also subject to any state or federal requirement that numbers be placed back sooner into the pool of available numbers for reassignment. However, if either Party provides Intercept Announcements for a period different (either shorter or longer) 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.

SBC-AMERITECH will provide an Intercept Announcement pursuant to this section whenever a Customer switches local service from a CLEC to CLEC, and SBC-AMERITECH was providing the switching functionality on the line abandoned by the former CLEC Customer. SBC-AMERITECH will provide CLEC's Customers with the same Intercept Announcement options that SBC-AMERITECH offers to its own retail customers.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.0 Access to Poles, Ducts, Conduits and Rights-of-Way.

16.1 Structure Availability.

16.1.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, **"Structure"**) owned or controlled by SBC-AMERITECH, to which SBC-AMERITECH has access and rights for the placement of CLEC's telecommunications equipment and related facilities **("Attachments")**.

"Poles" refers only to utility poles (and associated anchors) which are owned or controlled by SBC-AMERITECH, and it does not include cables and other telecommunications equipment attached to a pole.

"Conduit" refers to tubes or structures which are owned or controlled by SBC-AMERITECH, which contain one or more ducts and/or innerducts used to enclose cables, wires, and associated transmission equipment. The term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures, and it does not include: (a) cables and other telecommunications equipment located within conduit structures; or (b) entrance facilities and conduit and riser space, controlled environmental vaults, telephone equipment closets, remote terminals, cross-connect cabinets, panels or boxes, equipment cabinets, pedestals, terminals, or any other infrastructure used by SBC-AMERITECH which branch off from or are connected to conduit structures.

"Right-of-Way" refers to the right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A right-of-way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

The availability of SBC-AMERITECH Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.18**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which SBC-AMERITECH owns or controls Structure or interests therein. SBC-AMERITECH shall not prevent or delay any third party assignment of right-of-way to CLEC. Upon request, SBC-AMERITECH shall provide to CLEC, for review, any franchise, license,

or other agreement SBC-AMERITECH has entered into with a municipality, utility, or other owner or interest holder of a right-of-way.

16.1.2 SBC-AMERITECH will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, **"Insufficient Capacity"** means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, SBC-AMERITECH will, in good faith, explore potential accommodations with CLEC. If SBC-AMERITECH denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC-AMERITECH will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

16.1.2.1 In the case of pole attachments, SBC-AMERITECH shall, consistent with prudent engineering and design standards and practices and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for CLEC's use without replacement of the pole whenever possible.

16.2 Franchises, Permits and Consents. CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the SBC-AMERITECH Structure it uses. CLEC shall indemnify SBC-AMERITECH against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of CLEC, and provided SBC-AMERITECH has not denied access as described in **Section 16.1.2**, or because SBC-AMERITECH may not lawfully make the Structure available, SBC-AMERITECH will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. SBC-AMERITECH may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where SBC-AMERITECH is unable to complete such work in a reasonable time frame. For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized does not qualify as a "modification", while adding taller poles, adding new ducts between existing manholes and rebuilding manholes, and adding innerduct to an existing duct to accommodate additional cables would qualify as a "modification".

16.3.1 Before commencing the work necessary to provide such additional capacity, SBC-AMERITECH will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate

CLEC, may at SBC-AMERITECH's option, include modifications required to accommodate other attaching parties, including SBC-AMERITECH, that desire to modify their Attachments at the expense of such other attaching parties.

16.3.2 If CLEC requests access to an SBC-AMERITECH Right-of-way where SBC-AMERITECH has no existing Structure, SBC-AMERITECH shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC-AMERITECH desires to extend its own Attachments, SBC-AMERITECH will construct Structure to accommodate CLEC's Attachments.

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of SBC-AMERITECH shall be borne by CLEC, the other requesting party or SBC-AMERITECH, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including SBC-AMERITECH, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or SBC-AMERITECH with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including SBC-AMERITECH, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to SBC-AMERITECH's Structure will be owned by SBC-AMERITECH. CLEC and other parties, including SBC-AMERITECH, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

16.3.5 When a party, including SBC-AMERITECH, subsequently seeks Attachment to modified Structure, SBC-AMERITECH will notify in writing CLEC and any other parties who initially contributed to the cost of modification.

16.4 Installation and Maintenance Responsibility. CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by SBC-AMERITECH or by other attaching

parties. Work performed by CLEC on, in or about SBC-AMERITECH's Structures shall be performed by properly trained, competent workmen skilled in the trade. SBC-AMERITECH will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by SBC-AMERITECH for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Access Requests. Any request by CLEC for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Coordinator. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. CLEC's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure, pursuant to the provisions of the **Appendix to Article XVI**.

16.7 Unused Space. Except maintenance ducts as provided in **Section 16.8** and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by SBC-AMERITECH shall be available for the Attachments of CLEC, SBC-AMERITECH or other providers of Telecommunications Services or cable television systems. CLEC may not reserve space on SBC-AMERITECH Structure for its future needs. SBC-AMERITECH shall not reserve space on SBC-AMERITECH Structure for the future need of SBC-AMERITECH nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide SBC-AMERITECH with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.8 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance

ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

16.9 Applicability. The provisions of this Agreement shall apply to all SBC-AMERITECH Structure now occupied by CLEC except for structures covered in the provisions of CLEC - SBC-AMERITECH Easement or Condominium Agreements listed in **Schedule 16.10**.

16.10 Other Arrangements. CLEC's use of SBC-AMERITECH Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC-AMERITECH may now or hereafter have with others pertaining to the Structure.

16.11 Cost of Certain Modifications. If SBC-AMERITECH is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to SBC-AMERITECH's negligence in originally installing the structure, SBC-AMERITECH shall be responsible for CLEC's expenses. If a move of CLEC's Attachment is required by SBC-AMERITECH or another attaching party, SBC-AMERITECH shall notify CLEC of the requested move, and CLEC shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of SBC-AMERITECH's notice of the requested move, or notify SBC-AMERITECH that it desires SBC-AMERITECH to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable CLEC to move the Attachment or respond to the notice. If CLEC fails to notify SBC-AMERITECH within ten (10) days after the date of SBC-AMERITECH's notice of the requested move of its intention to move the Attachment or to allow SBC-AMERITECH to arrange for the move, CLEC will be deemed to have authorized SBC-AMERITECH to move such Attachment at CLEC's expense.

16.12 Maps and Records. SBC-AMERITECH will provide CLEC, at CLEC's request and expense, with access to and copies of maps, records and additional information relating to its Structure; provided that SBC-AMERITECH may redact any proprietary information (of SBC-AMERITECH or third parties) contained or reflected in any such maps, records or additional information before providing such information to CLEC. Upon request, SBC-AMERITECH will meet with CLEC to clarify matters relating to maps, records or additional information. SBC-AMERITECH does not warrant the accuracy or completeness of information on any maps or records.

16.13 CLEC Access. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

16.14 Occupancy Permit. CLEC occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate: (a) if CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if CLEC has not placed and

put into service its Attachments within one hundred and eighty (180) days from the date SBC-AMERITECH has notified CLEC that such Structure is available for CLEC's Attachments, (c) if CLEC ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if CLEC fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC-AMERITECH or, (e) if SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, SBC-AMERITECH shall: (i) provide CLEC notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact, and (ii) not require CLEC to remove its Attachments from such Structure prior to SBC-AMERITECH's removal of its own attachments. SBC-AMERITECH will provide CLEC with at least sixty (60) days' written notice prior to: (i) terminating a permit or service to an CLEC Attachment or removal thereof for a breach of the provisions of this **Article XVI**, (ii) any increase in the rates for Attachments to SBC-AMERITECH's Structure permitted by the terms of this Agreement, or (iii) any modification to SBC-AMERITECH's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred and eighty (180) days after the event requiring CLEC to so surrender such permit, SBC-AMERITECH shall remove CLEC's Attachments at CLEC's expense. If SBC-AMERITECH discovers that CLEC has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify CLEC in writing of the existence of such unauthorized Attachment and CLEC shall pay to SBC-AMERITECH within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.

Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at CLEC's expense.

16.15 Inspections. SBC-AMERITECH may make periodic inspections of any part of the Attachments of CLEC located on SBC-AMERITECH Structures. Inspections shall be made to: (i) ensure that CLEC's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure, and (ii) ensure that CLEC's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. Except in cases involving safety, damage to Attachments or potential violations of the terms of this Agreement, compliance inspections

shall not be made more often than once every five (5) years. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to CLEC of such inspections. CLEC shall reimburse SBC-AMERITECH for the costs (as defined in Section 252(d) of the Act) of such inspections.

16.16 Damage to Attachments. Both CLEC and SBC-AMERITECH will exercise precautions to avoid damaging the Attachments of the other or to any SBC-AMERITECH Structure to which CLEC obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.17 Charges and Billing. SBC-AMERITECH's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, SBC-AMERITECH's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Wisconsin, including any Affiliate of SBC-AMERITECH. The charges as of the Effective Date are set forth in the **Pricing Schedule** and SBC-AMERITECH reserves the right to periodically adjust such charges consistent with the foregoing. Where there are no current charges for SBC-AMERITECH's Structure that can be used in the interim, the charges set in compliance with FCC regulations, as described above, will be applied. Full Payment in advance shall be required for map preparation, make-ready surveys and Make-Ready Work. Billing by SBC-AMERITECH for charges pursuant to this Article shall include detail sufficient to allow a determination of accuracy, including but not limited to identification of the structure or work associated with each charge. SBC-AMERITECH reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, SBC-AMERITECH reserves the right to price on a case-by-case basis any Extraordinary Attachment to Structure. An "Extraordinary Attachment" is an attachment to a pole that occupies more than one (1) foot of space on the pole in addition to the primary cable or anything other than a standard, sealed splice enclosure in a manhole.

16.18 Nondiscrimination. Access to SBC-AMERITECH-owned or -controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which SBC-AMERITECH provides to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by CLEC, SBC-AMERITECH will permit the interconnection of ducts or conduits owned by CLEC in SBC-AMERITECH manholes.

16.19.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on SBC-AMERITECH Structure with the Attachments of other attaching parties in or on SBC-AMERITECH Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for and reasons of Insufficient Capacity, safety, reliability and engineering. SBC-

AMERITECH will provide a written response to CLEC's request within forty-five (45) days of SBC-AMERITECH's receipt of such request.

16.19.3 CLEC shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to **Section 16.19**.

16.20 Cost Imputation. SBC-AMERITECH will impute costs consistent with the rules under Section 224(g) of the Act.

16.21 Structure Access Coordinator. Requests for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to SBC-AMERITECH's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure pursuant to guidelines as provided in the **Appendix to Article XVI**. In the event of a conflict between the provisions of **Article XVI** and those of the **Appendix to Article XVI**, the provisions of **Article XVI** shall prevail.

16.22 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which SBC-AMERITECH owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining hereto. The terms and conditions of this **Article XVI** shall also be modified by negotiation between the Parties to comply with any applicable requirements regarding the application of state law set forth in applicable Commission rules, regulations and orders. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. SBC-AMERITECH shall notify CLEC of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, SBC-AMERITECH shall condition the sale or other disposition subject to the rights granted to CLEC.

16.24 Standards of Performance. SBC-AMERITECH shall provide Structure to CLEC in accordance with **Article XXXII** herein, as applicable.

ARTICLE XV
WHITE PAGES DIRECTORY LISTINGS

15.0 Directory Listings – Section 251(b)(3)

15.0.1 The parties acknowledge that in the Wisconsin OSS collaborative proceeding, SBC-AMERITECH has agreed to accept all directory listing orders via the SBC-AMERITECH ordering interfaces, thereby eliminating the need for a separate interface with the SBC-AMERITECH Directory Listing subsidiary, no later than September 2001.

15.0.2 The Parties further acknowledge that collaborative proceedings covering the terms and conditions and supporting Operations Support Systems ("OSS") needed to implement the foregoing agreements are underway or are anticipated to commence. Both CLEC and SBC-AMERITECH are participants in those proceedings.

15.1 Accordingly, CLEC and SBC-AMERITECH stipulate and agree that:

15.1.1 In collaborative proceedings and/or other proceedings before State Commissions, SBC-AMERITECH and CLEC shall support the development and implementation of single interfaces and/or processes for the inclusion by SBC-AMERITECH of CLEC End User information in White Page directories.

15.1.2 CLEC and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or pursuant to any applicable commitments or settlement that SBC-AMERITECH makes during the course of such proceedings, within thirty (30) days of the conclusion of such proceedings. If the Parties are unable to reach agreement on contractual terms and conditions fully memorializing the results of the proceeding within thirty (30) days of the conclusion of such proceedings, CLEC and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the dispute resolution methods set forth in **Section 28.3** of this Agreement.

15.1.3 As soon as possible following completion of negotiations and/or conclusion of dispute resolution proceedings, CLEC and SBC-AMERITECH shall take steps necessary to amend the interconnection agreement by adding to this article the contractual terms and conditions agreed to by the parties and/or resulting from the dispute resolution process.

15.2 RATES, TERMS AND CONDITIONS

15.2.1 The prices at which SBC-AMERITECH agrees to provide CLEC with White Page services are contained in the **Pricing Schedule**.

15.2.2 Except where expressly stated, the inclusion of CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End Users will be provided through a non-regulated subsidiary of SBC-AMERITECH.

ARTICLE XIV
DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

14.0 Dialing Parity – Section 251(b)(3) and 271(e)(2)(B).

14.1 Dialing Parity. The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. In addition, SBC-AMERITECH shall meet the requirements under Section 271(e)(2)(A), except as may be limited by Section 271(e)(2)(B) of the Act.

In order to meet its obligations under Section 251(b)(3) of the Act, SBC-AMERITECH shall ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SBC-AMERITECH services, such that for all call types: (i) a CLEC customer is not required to dial any greater number of digits than a similarly situated SBC-AMERITECH customer, (ii) the dialing delay, post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a CLEC customer is at least equal in quality to that experienced by a similarly situated SBC-AMERITECH customer, (iii) the CLEC Customer may retain its local telephone number, and (iv) any person seeking to call a CLEC Customer is not required to dial any greater number of digits than a person seeking to call a similarly situated SBC-AMERITECH customer.

ARTICLE XIII
NUMBER PORTABILITY -- SECTION 251(b)(2)

13.0 Number Portability – Section 251(b)(2).

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party Local Number Portability in accordance with the requirements of the Act and FCC orders. To the extent technically feasible, Local Number Portability will be provided by each Party with no impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Permanent Number Portability ("LRN-PNP").

13.2.1 SBC-AMERITECH and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, and NANC (North American Numbering Council) guidelines specified in **Section 13.4.1**.

13.2.2 SBC-AMERITECH and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

13.3 Permanent Number Portability - Unconditional Triggering. Each party shall support unconditional triggering technology (ten-digit triggering) throughout its network, to the extent technically feasible, to support LRN-PNP.

13.4 Requirements for LRN-PNP.

13.4.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following NANC guidelines.

13.4.1.1 ATIS TRQ No.1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999

13.4.1.2 ATIS TRQ No.2, Technical Requirements for Number Portability - Database and Global Title Translation, April 1999

13.4.1.3 ATIS TRQ No.3, Technical Requirements for Number Portability - Switching Systems, April 1999

13.4.1.4 FCC First Report and Order Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

13.4.1.5 FCC First Memorandum Opinion and Order On

Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

13.4.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

13.4.1.7 North American Number Council Report from the LRN-PNP Administration Selection Working Group, April 25, 1997.

13.4.2 LRN-PNP will employ an "N-1" Query Methodology.

13.4.2.1 The "N" carrier is the responsible Party for terminating the call to the End User. The "N-1" carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

13.4.2.2 For interLATA or intraLATA toll calls, the toll carrier (pre-subscribed or carrier code dialed) is the "N-1" carrier. The originating carrier will pass the call to the appropriate toll carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (**"LSP"**) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

13.4.2.3 For local/intraLATA calls (other than pre subscribed or carrier code dialed calls) to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

13.4.3 For local/intraLATA calls (other than pre-subscribed or carrier code dialed calls) to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, SBC-AMERITECH may query all calls directed to that NXX, subject to the billing provisions of **Article XXVII**, and provided that SBC-AMERITECH's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC-AMERITECH provides its own customers and end-users.

13.4.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.

13.4.4.1 If either party is the "N-1" carrier and the other party is the "N" carrier, and the party does not fulfill its N-1 carrier responsibility, the other party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

13.4.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

13.5 Ordering.

13.5.1 Porting of numbers with LRN-PNP will be initiated via Local Service Requests (**"LSR"**) in accordance with the OSS Section.

13.5.2 The carrier from which a telephone number is porting from shall be able to meet the NANC porting interval for all customers. The ported-to carrier may request a due date of greater than the NANC porting interval for a specific customer.

13.5.3 The parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes, according to the following table:

LNP Qty	Description	Due Date Interval
<= 100	Stand Alone LRN-PNP	24 hrs.
<= 100	Complex Service	2 Days
> 100	Stand Alone LRN-PNP	2 Days
> 100	Complex Service	3 Days.
>1000	Stand Alone LRN-PNP	Negotiated/Project
>1000	Complex Service	Negotiated/Project

13.5.4 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (**"RSMS"**) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (**"LSMS"**) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR Process, and will be set forth in the **Pricing Schedule**. CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cut-overs, as provided in the applicable

Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC submits a Bona Fide Request that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the BFR Process, and be set forth in the **Pricing Schedule**.

13.6 Cut-Over Process.

13.6.1 SBC-AMERITECH and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Both Parties shall endeavor to update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

13.6.2 At the time of porting a number via LRN from either party, each party shall insure that the LIDB entry for that number is de-provisioned if the same LIDB is not being used by the other party.

13.6.3 On coordinated cuts, neither party shall remove the ported number from the end office from which a number is being ported prior to receipt of authorization from the other party, but will remove the number within thirty (30) minutes after authorization. If the unconditional LRN trigger is set, the ported number must be removed at the same time that the unconditional LRN trigger is removed.

13.7 Excluded Numbers. Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, Official Communications Services (**"OCS"**) and others as excluded by FCC rulings issued from time to time) under this Agreement.

13.8 Mass Calling. Both SBC-AMERITECH and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the LNPA Working Group High Volume Call-In Report to the NANC as of February 18,1998 until such time as these may be modified by the NANC or FCC.

13.9 Operator Services, LIDB/LVAS and Directory Assistance.

13.9.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

13.9.2 If Integrated Services Digital Network User Part (**"ISUP"**) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (**"JIP"**) in the SS7 Initial Address Message (**"IAM"**). (See ATIS TRQ No. 1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999).

13.10 Porting of DID Block Numbers.

13.10.1 SBC-AMERITECH and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

13.10.2 SBC-AMERITECH shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.0 Collocation – Section 251(c)(6).

12.1 Physical Collocation. SBC-AMERITECH shall provide to CLEC Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that SBC-AMERITECH will provide for Virtual Collocation of such equipment if SBC-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. SBC-AMERITECH shall provide CLEC Collocation only for the purpose of Interconnection or access to SBC-AMERITECH's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where CLEC is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, CLEC may elect to: (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practicable for technical reasons or because of space limitations, revert to Physical Collocation, in which case CLEC shall coordinate with SBC-AMERITECH for rearrangement of its transmission equipment and facilities, for which SBC-AMERITECH shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. SBC-Ameritech shall offer CLEC the option of cageless collocation as required by 47 C.F.R. Section 51.323 (k)(2). Where CLEC is Virtually Collocated in a space which was initially prepared for Virtual Collocation, CLEC may elect to: (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement; or (ii) convert its Virtual Collocation to a Cageless Physical Collocation unless SBC-AMERITECH elects to move the collocation to other available space, and that new space assignment satisfies the criteria set forth in 47 C.F.R. 51.323(f)(7). In this instance, the costs associated with the move are the responsibility of the Party requesting the move; or (iii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case CLEC shall coordinate the construction and rearrangement with SBC-AMERITECH of its transmission equipment and facilities for which CLEC shall pay SBC-AMERITECH at the rates set forth in the **Pricing Schedule**. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to CLEC by SBC-AMERITECH on a basis that is at least equal in quality, price and priority that SBC-AMERITECH provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made

available to CLEC under this Agreement shall be at parity to that which SBC-AMERITECH provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

CLEC may Collocate equipment necessary for Interconnection, or access to SBC-AMERITECH's 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 and advanced services capabilities only,

(f) Data voice equipment,

(g) Equipment used to offer advanced services, including but not limited to DSLAMs and Routers,

(h) Remote switch modules and optical remote units, and

(i) 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.

CLEC may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). CLEC may provide its own BDFB or mini-BDFB. Where CLEC provides its own BDFB or mini-BDFB, CLEC shall provide its own power equipment and SBC-AMERITECH shall provide the power leads from its power source to the CLEC provided BDFB or mini-BDFB. All CLEC provided BDFBs or mini-BDFBs shall meet the Telecordia NEBS Level 1 safety standards. SBC-AMERITECH shall provide 200 amp and 100 amp power leads to the CLEC provided BDFBs and mini-BDFB. CLEC may install in any collocation space any equipment necessary for interconnection with SBC-AMERITECH or access to SBC-AMERITECH's Network Elements that has met: (i) Telecordia NEBS Level 1 safety standards, and (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE. Any equipment type with a history of safe operation demonstrated by placement as network equipment in SBC-AMERITECH's network premises prior to January 1, 1998, with no documented or known history of safety problems may be installed in SBC-AMERITECH's central offices. SBC-AMERITECH shall not impose or enforce any additional or separate

safety standards more stringent than it imposes on its own equipment. SBC-AMERITECH has ten (10) Business days from receipt of the application to accept the equipment listed on the application. If SBC-AMERITECH denies collocation of equipment designated by CLEC, citing safety standards, SBC-AMERITECH will provide within five (5) business days a list of all SBC-AMERITECH network equipment that SBC-AMERITECH has located at the premise together with an affidavit attesting that SBC-AMERITECH's network equipment on such list meets or exceeds the safety standards that SBC-AMERITECH contends CLEC's equipment fails to meet. Additionally, CLEC shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, CLEC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from SBC-AMERITECH or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at SBC-AMERITECH's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to SBC-AMERITECH, CLEC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at SBC-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. CLEC shall not be required by SBC-AMERITECH to purchase a Cross-Connect to interconnect with the collocated equipment of other Telecommunication Carriers. CLEC may make this connection to another collocating Telecommunications Carrier so long as: (i) CLEC's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with SBC-AMERITECH or for access to SBC-AMERITECH's Network Elements, (ii) CLEC provides the connection between the equipment in the collocated spaces via a Cross-Connection or copper or optical connecting transmission facility that, at a minimum, complies in all respects with SBC-AMERITECH's technical and engineering requirements as identified in **Section 12.5** and, (iii) the connecting transmission facilities of CLEC and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within SBC-AMERITECH's Premises. SBC-AMERITECH shall not impose on CLEC more stringent technical and engineering requirements than those SBC-AMERITECH imposes on its own equipment. SBC-AMERITECH shall not be authorized to dictate any terms or wording of any agreement which CLEC may enter into with any CLEC or other collocating entity.

12.8 Interconnection Points and Cables.

SBC-AMERITECH shall:

12.8.1 Provide CLEC an Interconnection point or points physically accessible by both SBC-AMERITECH and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter SBC-AMERITECH's Premises; provided that SBC-AMERITECH

shall designate Interconnection Points as close as reasonably possible to SBC-AMERITECH's Premises;

12.8.2 Provide at least two (2) such Interconnection points at SBC-AMERITECH's Premises at which there are at least two (2) entry points for CLEC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 Permit CLEC Interconnection of copper or coaxial cable if such Interconnection is first approved by the Public Service Commission of Wisconsin, or its designee; and

12.8.4 Permit CLEC Physical Collocation of equipment associated with microwave entrance facilities to Collocation, to the same extent SBC-AMERITECH permits physical Collocation arrangements to itself, affiliates or other Carriers. Where Physical Collocation of equipment associated with microwave entrance facilities to Collocation is not technically feasible, SBC-AMERITECH shall provide Virtual Collocation of such facilities as required where technically feasible. Microwave entrance facilities include microwave antenna(s), mounting structure and waveguide or coax used to extend radio signal to Collocation area. The external apparatus may include some low power microwave antennas with integrated radio equipment which is powered by DC voltage that is simplexed over coax transmission cable. Separate transmission and receiving radio equipment will not be allowed to be placed externally to the Collocation area.

12.8.5 Permit CLEC to link its collocation cages to its other collocation cages located in the same central office without purchasing a cross-connect. If the cages are separated by other SBC-AMERITECH designated space, CLEC will be permitted to run cabling, limited only by SBC-AMERITECH's reasonable safety and network security requirements that it imposes on itself on SBC-AMERITECH provided and designated cabling racks.

12.9 Condominium Arrangements

12.9.1 If CLEC is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as CLEC Affiliate's POP pursuant to a Condo Arrangement listed on **Schedule 16.10**, then SBC-AMERITCH shall permit connection by CLEC to its Affiliate's POP consistently with the FCC's Expanded Interconnection Order (7 F.C.C.R. 7369, Oct. 19, 1992) in the most efficient and technically feasible manner.

12.10 Allocation of Collocation.

12.10.1 CLEC may reserve Collocation space for its future use in SBC-AMERITECH's Premises in accordance with the provisions of **Schedule 12.9.1** SBC-AMERITECH shall notify CLEC in writing if another Telecommunications Carrier requests Collocation space that is reserved by CLEC. CLEC shall within five (5) Business Days of

receipt of such notice provide SBC-AMERITECH either: (i) written notice that CLEC relinquishes such space, or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1.** Failure of CLEC to respond to SBC-AMERITECH within the foregoing five (5) Business Day period shall be deemed an election by CLEC to relinquish such space.

12.10. SBC-AMERITECH shall not be required to lease or construct additional space in a Premises to provide CLEC Physical Collocation when existing space in such Premises has been exhausted. Upon request by the appropriate State Commission or CLEC, SBC-AMERITECH will remove any obsolete and unused equipment at its premise to make collocation space available. To the extent allowed by applicable state law and as determined by state regulatory proceedings, SBC-AMERITECH will be permitted to recover cost of removal and/or relocation of such equipment if SBC-AMERITECH incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g. costs to expedite removal of equipment or store equipment for reuse).

12.10.3 CLEC will provide SBC-AMERITECH with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. SBC-AMERITECH will attempt to deliver Collocation pursuant to CLEC's forecasts to the extent that Collocation space is then available.

12.10.4. SBC-AMERITECH shall respond to an CLEC application for Physical Collocation within 10 (ten) business days. In its response, SBC-AMERITECH shall state whether the requested space is available. In addition, SBC-AMERITECH shall provide a floor plan and a detailed price quotation of any extraordinary charges, if applicable. If SBC-AMERITECH denies CLEC's application for Physical Collocation, SBC-AMERITECH shall state with specificity in its response all of the reasons it is denying CLEC's request for Physical Collocation and specify any available alternative arrangements. If one of SBC-AMERITECH's specified reasons for denying CLEC's request for Physical Collocation is space exhaustion, SBC-AMERITECH will state in its response the most recent date on which the Central Office in question was reviewed with respect to any Telecommunications Carrier by a State Public Utilities Commission and certified as being space exhausted. If the State Commission review was conducted more than six (6) months previously, SBC-AMERITECH will state in its response that date, not less than 10 (ten) days, on which CLEC may conduct a walk-through of the central office in question.

12.11 Security Arrangements.

12.11.1 CLEC and SBC-AMERITECH agree that security is important for both companies to ensure their respective networks reliability and security, SBC-AMERITECH may require that CLEC comply with reasonable security measures that SBC-AMERITECH uses for its own employees and contractors.

12.11.2 CLEC employees and contractors will receive the same level of security training which SBC-AMERITECH requires for its employees or contractors. Unless agreed to otherwise by CLEC, CLEC employees and contractors will receive security training from a vendor other than SBC-AMERITECH.

12.11.3 After the Occupancy Date CLEC will have access to its Physically Collocated equipment twenty-four (24) hours per day, seven (7) days per week. CLEC employees are not required to be accompanied by either a security escort or any other SBC-AMERITECH employee while on SBC-AMERITECH premises. CLEC employees will have immediate access to the facility and the CLEC equipment. SBC-AMERITECH cannot otherwise delay CLEC's entry onto SBC-AMERITECH property. CLEC authorized personnel will have access to health related facilities (e.g., bathrooms), as well as access to parking as it is available. CLEC employees and contractors, with proper identification, who have a work order or a open trouble ticket will be permitted access to CLEC Physically Collocated equipment within SBC-AMERITECH facilities, to the same extent SBC-AMERITECH employees are provided such access, to the SBC-AMERITECH central office.

12.11.4 SBC-AMERITECH shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

12.12 Publicly Available Information. SBC-AMERITECH will make information regarding its Collocation space available on its CLEC Online website. SBC-AMERITECH shall provide on its CLEC Online website the following information: (i) a list of all Central Offices where there is no more Physical Collocation and/or Virtual Collocation space available), and (ii) at least quarterly, a list of all equipment installed within the network area of its facilities that within the previous twelve (12) months (and updated as needed to keep it current) failed to meet the Level 1 safety requirements of Telecordia NEBS, SBC-AMERITECH EMI and corrosion guidelines.

12.13 Subcontractor and Vendor Approval. SBC-AMERITECH shall permit CLEC to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by SBC-AMERITECH which approval shall not be unreasonably withheld. Approval of such subcontractors and vendors by SBC-AMERITECH shall be based on the same criteria it uses in approving contractors for its own purposes. Upon request, SBC-AMERITECH will provide CLEC with the written policies used in determining whether or not a contractor will be approved. In addition, SBC-AMERITECH shall allow CLEC to have an SBC-AMERITECH-approved vendor install updates to collocated equipment, including software updates.

12.14 Collocation in Adjacent Facilities.

When SBC-AMERITECH demonstrates that space is legitimately exhausted at a location, then SBC-AMERITECH will allow CLEC to collocate, on SBC-AMERITECH's property, by constructing an adjacent controlled environmental vaults or similar structures

normally used to house telecommunications equipment to the extent technically feasible and subject only to reasonable safety and maintenance requirements. SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until CLEC has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which CLEC seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. CLEC shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure. When requested SBC-AMERITECH will provide up to one hundred (100) AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to two hundred (200) AMPS of DC power to Adjacent Facilities up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws and ordinances. When power requirements are beyond these office capacities and distance limitations SBC-AMERITECH will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with CLEC. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. SBC-AMERITECH will provide power and physical collocation services and facilities to such Adjacent Facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements.

12.15 Delivery of Collocated Space.

12.15.1 SBC-AMERITECH shall provide CLEC with a single point of contact for all inquiries regarding Collocation. CLEC shall request space for Collocation by delivering a written request to SBC-AMERITECH. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities CLEC will require for such space, (iv) the equipment to be housed in such space, (v) CLEC's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate CLEC's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space, and (viii) the date on which CLEC intends to initiate service from such space. SBC-AMERITECH shall notify CLEC in writing within ten (10) Business Days of receiving CLEC's request for Collocation as to whether the requested space is available. The same Schedules apply for Caged, Shared Cage and Cageless Physical Collocation. If space is not available for Physical Collocation, SBC-AMERITECH will allow CLEC to visit and tour the entire office in question within ten (10) days of its notice to CLEC. If after the tour, SBC-AMERITECH and CLEC do not agree that space is unavailable, SBC-AMERITECH will file with the state Commission detailed floor plans and/or diagrams of such premises to the extent that it is accepted by the appropriate State Commission. CLEC may also request Virtual Collocation Space in accordance with **Section 12.15.5**. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of CLEC's

payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of CLEC's request for Virtual Collocation pursuant to **Section 12.15.1**, then SBC-AMERITECH shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.15.2 Physical Collocation.

(a) If space for Physical Collocation is immediately available at the time of CLEC's request, SBC-AMERITECH shall include in its notice to CLEC: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to CLEC by the date set forth in **Section 12.15.2(d)**.

(b) At CLEC's request, SBC-AMERITECH will make cageless collocation available to CLEC in single-bay (10 square feet) or single cabinet (18 square feet) increments. A cageless collocation is one in which CLEC collocates in any unused space that is conditioned to house its equipment. CLEC is not required to construct any enclosure of its equipment. CLEC may locate equipment at any location in the Central Office, up to SBC-AMERITECH's last unreserved bay space in that central office. In the case of Remote Terminal Cabinet, Controlled Environment Vault or Hut cageless collocation will be offered in increments of one (1) shelf.

(c) If CLEC's requested Physical Collocation space is available, SBC-AMERITECH and CLEC shall have an initial walkthrough of such space within ten (10) Business Days after SBC-AMERITECH's receipt of CLEC's Initial COBO Payment. SBC-AMERITECH shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses and provide for a parallel installation sequence.

(d) SBC-AMERITECH shall deliver to CLEC the requested space on or before the later of: (i) ninety (90) days from SBC-AMERITECH's receipt of CLEC's Initial COBO Payment, where applicable (as provided on **Schedule 12.12)** for Caged, Shared Cage and Cageless space in Active (conditioned) Central Office space, (ii) one hundred and fifty (150) days from SBC-AMERITECH's receipt of CLEC Initial COBO Payment where applicable (as provided on **Schedule 12.12**) for Caged, Shared Cage and Cageless space in Inactive (non-conditioned) Central Office space, or (iii) such other reasonable date that the Parties may agree upon (such date of delivery referred to as the "Delivery Date").

(e) SBC-AMERITECH will provide reduced intervals to CLEC where CLEC has existing collocation space and CLEC requests different interconnection arrangements in that existing space. Collocation arrangements shall be provided pursuant to **Schedule 12.15.2**.

(f) Physical Collocation space ordered by CLEC will be made available to CLEC by SBC-AMERITECH as more fully described in **Schedule 12.16**.

(g) If SBC-AMERITECH does not provide CLEC with its Collocated space by the Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an CLEC Delaying Event), CLEC shall receive a credit of one ninetieth (1/90th) of its COBO payment for each day after the applicable Delivery Date that such conditioned Collocated space is not made available and one one hundred and fiftieth (1/150th) of its COBO payment for each day after the applicable Delivery Date that such non-conditioned Collocated space is not available.

(h) SBC-AMERITECH may begin billing CLEC for recurring charges for the Collocated space on the date such space is made available to CLEC for occupancy (the "Occupancy Date"), if the Occupancy Date occurs on, or after the Committed Delivery Date. CLEC will not be obligated to begin paying for space if said space is delivered prior to the Committed Delivery Date and CLEC is not ready to take possession. CLEC shall vacate the Collocated space if either: (i) CLEC fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to Unbundled Network Elements to be housed in such space, or (ii) CLEC fails to Interconnect to the SBC-AMERITECH network within one hundred and fifty (150) days of the Occupancy Date. If CLEC is required to vacate the space pursuant to this **Section 12.15.2(h)**, CLEC shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, CLEC still requires Collocation in that Premises, CLEC shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.15.1**.

(i) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and CLEC shall pay SBC-AMERITECH no more than a pro-rated cost for space preparation security measures and other charges based on the percentage of total space actually used by CLEC.

(j) SBC-AMERITECH shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

(k) At CLEC's request SBC-AMERITECH shall provide, within three (3) months after receiving CLEC's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide CLEC with equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify CLEC of this fact within ten (10) Business Days from the receipt of CLEC's request. The Parties shall then negotiate a reasonable time frame.

(l) After completion of construction, CLEC and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from CLEC's original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by CLEC.

(m) Caged Physical Collocation will be available in fifty (50) square foot increments with the minimum size cage being fifty (50) square feet.

12.15.3 Physical Collocation in CEV or other Adjacent Structure.

(a) If space for Collocation in SBC-AMERITECH’s office is not available at the time of CLEC’s request, and the Central Office space is Legitimately Exhausted, CLEC can request via a non standard request (NSCR) that they be allowed to install a CEV or similar structure adjacent to SBC-AMERITECH’s office on SBC-AMERITECH property.

(b) SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until CLEC has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which CLEC seeks to locate such Adjacent Structure is not owned by

SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. CLEC shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure.

(c) SBC-AMERITECH and CLEC shall have an initial site visit of such premises within ten (10) Business Days after SBC-AMERITECH's receipt of CLEC's acceptance and payment of the NSCR quote. SBC-AMERITECH shall, within thirty (30) Business Days after such initial visit, provide documentation to include drawings of the physical structures above and below ground, which will allow CLEC's contractor to begin work.

(d) SBC-AMERITECH shall deliver to CLEC the requested space on or before the later of: (i) one hundred eighty (180) days from SBC-AMERITECH's receipt of CLEC's NSCR, (ii) ninety (90) days from the receipt of CLEC's NSCR quote payment, or (iii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to CLEC such real estate within the foregoing intervals (such date of delivery referred to as the "Delivery Date".)

(e) If SBC-AMERITECH does not provide CLEC with the space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an CLEC Delaying Event), CLEC shall receive a credit of $1/120^{th}$ of its Collocation payment for each day after the applicable Delivery Date that such collocated real estate is not made available for construction of the CEV or similar structure.

(f) SBC-AMERITECH may begin billing CLEC for the recurring charges for the space on the date such space is made available to CLEC for occupancy (the "Occupancy Date").

(g) CLEC is responsible for obtaining any building permits or other approvals which may be necessary to construct the facility. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard.

(h) CLEC or its approved contractor will construct the facility. SBC-AMERITECH will provide power and all other physical collocation services and facilities up to two hundred (200) feet from the outside

Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws or ordinances.

(i) After completion of construction, CLEC and SBC-AMERITECH will complete an acceptance walkthrough of the constructed facility. Exceptions that are noted during this acceptance walkthrough shall be corrected by the responsible party within thirty (30) days after the walkthrough.

(j) In the event that interior space in an eligible structure becomes available, SBC-AMERITECH will provide the option to CLEC to relocate its equipment from an adjacent on-site facility into the interior space. In the event CLEC chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the eligible structure will apply.

12.15.4 Shared Physical Collocation Space

(a) SBC-AMERITECH will make shared collocation cages available to CLEC. A shared collocation cage is a caged collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared Cage arrangements available, SBC-AMERITECH may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a Cage of similar dimensions and material to a single collocating party. In those instances where SBC-AMERITECH receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC-AMERITECH will prorate the charge for site conditioning and preparation undertaken to construct the Shared Collocation Cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each collocator.

(b) Except for certain charges identified as related to Shared Cage collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Shared Cage Collocation, SBC-AMERITECH shall bill CLEC for space. However, SBC-AMERITECH shall bill the other collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a caged common collocation area shall have direct billing arrangements with SBC-AMERITECH for floor space and all other applicable interconnection arrangements.

(c) If space for Shared Physical Collocation is immediately available at the time of CLEC's and the sharing CLEC's request, SBC-

AMERITECH shall include in its notice to CLEC and the sharing CLEC: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space by the date set forth in **Section 12.15.4(e)**.

(d) SBC-AMERITECH will not place unreasonable restrictions on a collocator's use of a Cage, and as such will allow a collocator to contract with other collocators to share the Cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the pro-rated share (based upon square footage used exclusively or in common) or SBC-AMERITECH's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC-AMERITECH utilize a shared collocation cage, SBC-AMERITECH will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

(e) SBC-AMERITECH shall commit to deliver to CLEC and the sharing CLEC the requested space on or before a date (the "**Committed Delivery Date**") which shall be the later of: (i) ninety (90) days from SBC-AMERITECH's receipt of CLEC's Initial COBO Payment, or (ii) such other reasonable date that the Parties may agree upon.

(f) SBC-AMERITECH will make Shared Physical Collocation space ordered available to CLEC and the sharing CLEC in fifty (50) square foot increments as fully described in **Section 2.0** of **Schedule 12.12.**

(g) If SBC-AMERITECH does not provide the shared collocated space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by CLEC or sharing CLEC Delaying Event), SBC-AMERITECH shall provide the CLEC a credit of one one hundred twentieth ($1/120^{th}$) of the COBO for each day after the applicable Delivery Date that such collocated space is not made available.

(h) SBC-AMERITECH may begin billing CLEC, and the sharing CLEC, for recurring charges for their respective portions of the Shared Collocated space on the date such space is made available to CLEC and the sharing CLEC for occupancy (the "**Occupancy Date**") if the Occupancy Date occurs after the Committed Delivery Date, or actual date on which CLEC begins to occupy the Collocated space if the Occupancy Date occurs after the Committed Delivery Date. There is no obligation on the part of CLEC, or the sharing CLEC, to begin paying for space if said space is delivered prior to the Committed

Delivery Date and neither CLEC nor the sharing CLEC is ready to take possession.

(i) CLEC and the sharing CLEC shall pay SBC-AMERITECH only a prorated cost for space preparation, security measures and other charges based on the percentage of total space actually used.

(j) Shared Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 12.16**.

(k) SBC-AMERITECH shall provide positive confirmation to CLEC, and the sharing CLEC, when construction of the shared Collocated space fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

(l) At CLEC's, or the sharing CLEC's, request, SBC-AMERITECH shall provide, within three (3) months after receiving the Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide these equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify CLEC and the sharing CLEC of this fact within ten (10) Business Days from the receipt of CLEC's and the sharing CLEC's request. The Parties shall then negotiate a reasonable time frame.

(m) After completion of construction, CLEC, the sharing CLEC, and SBC-AMERITECH will complete an acceptance walkthrough of all shared Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by CLEC, or the sharing CLEC.

(n) For non-typical bay layouts for cageless collocation, SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact location, type in cable termination requirements (i.e., connector type, number and type of pairs, naming convention), for SBC-AMERITECH Point of Termination Bay(s) to CLEC and the sharing CLEC within five (5) days of SBC-AMERITECH's notice that collocation space is available.

(o) SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact path, with dimensions, for the CLEC and the sharing CLEC ingress and egress into the shared collocated space within five (5) business days of SBC-AMERITECH's notice that shared collocation space is available. Such path and any areas around it in which CLEC must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon, and other health or safety hazards.

12.15.5 Virtual Collocation.

(a) If CLEC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and CLEC elects Virtual Collocation, and such Virtual Collocation is available at the time of CLEC's request, SBC-AMERITECH shall include in its notice to CLEC described in **Section 12.15.1**: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to CLEC by the date set forth in **Section 12.15.5(c)**.

(b) SBC-AMERITECH and CLEC will have an initial walkthrough of the Collocated space to be provided to CLEC for Virtual Collocation on the earlier of: (i) ten (10) Business Days of SBC-AMERITECH's verification of the Virtual Collocation space to be provided to CLEC, and (ii) fourteen (14) calendar days after SBC-AMERITECH's receipt of CLEC's request for Virtual Collocation. SBC-AMERITECH shall within ten (10) Business Days after such walkthrough provide CLEC with: (i) documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

(c) SBC-AMERITECH shall deliver to CLEC the requested space on or before the later of: (i) twelve (12) weeks from SBC-AMERITECH's receipt of CLEC's request for Virtual Collocation, and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to CLEC such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and SBC-AMERITECH has notified CLEC of this fact within ten (10) Business Days from SBC-AMERITECH's receipt of CLEC's request.

(d) Virtual Collocation space ordered by CLEC will be made available to CLEC by SBC-AMERITECH, as more fully described in the **Schedules 12.12** and **12.15.**

(e) SBC-AMERITECH shall provide positive confirmation to CLEC when construction of CLEC-Collocated space is fifty percent (50%)

completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

(f) After completion of construction, CLEC and SBC-AMERITECH will complete an acceptance walkthrough of all collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by CLEC.

(g) SBC-AMERITECH shall install cross-connects when cross-connecting for connect purposes as directed by CLEC at the rates provided in the **Pricing Schedule**.

(h) SBC-AMERITECH will maintain the Virtually Collocated equipment on CLEC's behalf.

12. 16 Pricing. The prices charged to CLEC for Collocation are set forth in the **Pricing Schedule**.

12.17 Billing. SBC-AMERITECH shall bill CLEC for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

12.18 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

12.19 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

12.20 Protection of Service and Property.

12.20.1 Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.20.2 SBC-AMERITECH and CLEC shall restrict access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment enclosures, to CLEC employees and other authorized non-CLEC personnel to the extent necessary to perform their specific job function.

12.20.3 CLEC shall comply at all times with security and safety procedures and existing requirements that are defined written policies and being used by SBC-AMERITECH for its employees and contractors. These procedures will be communicated to CLEC.

12.20.4 SBC-AMERITECH shall allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures that are physically collocated on SBC-AMERITECH premises 24 hours a day 7 days a week. SBC-AMERITECH will furnish CLEC with keys, entry codes, lock combinations, and other materials or information which may be needed to gain access to any Physically Collocated CLEC equipment within the secured SBC-AMERITECH facility. SBC-AMERITECH shall allow CLEC reasonable periodic inspection or observation spaces where CLEC has its equipment virtually collocated subject to **Section 12.17.2** and **Article XX** and, in the case of Virtual Collocation, payment by CLEC of the cost of SBC-AMERITECH escorts.

12.20.5 For Physical Collocation, SBC-AMERITECH shall furnish to CLEC a current written list of SBC-AMERITECH's employees who SBC-AMERITECH authorizes to enter CLEC's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.20.6 SBC-AMERITECH shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12.20.7 For Physical Collocation, SBC-AMERITECH shall limit the keys used in its keying systems for CLEC's specific Physical Collocation space which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that CLEC shall immediately provide SBC-AMERITECH with such new keys.

12.20.8 SBC-AMERITECH shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.21 Standards of Performance. SBC-AMERITECH shall provide Collocation to CLEC in accordance with the service levels, procedures and intervals, if any, as provided in **Article XXXII** (Performance Measurements)

ARTICLE XI
NOTICE OF CHANGES -- SECTION 251(c)(5)

11.0 Notice of Changes – Section 251(c)(5).

11.1 Notice of Changes. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. SBC-AMERITECH agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

In addition to notice of network changes required in **Section 11.1**, above, and in addition to notifying CLEC of changes in single points of contact and notice recipients pursuant to this Agreement, SBC-AMERITECH communicates information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues, hours of operation of SBC-AMERITECH centers, including LSC and LOC; closings of any such centers; holiday schedules of any such centers; and changes to processes of escalation relevant to CLEC orders, and billing questions.

ARTICLE X
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.0 Resale at Wholesale Rates – Section 251(c)(4).

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, at the request of CLEC, SBC-AMERITECH will make available to CLEC for resale at wholesale rates those Telecommunications Services that SBC-AMERITECH provides, or may hereafter provide, 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, SBC-AMERITECH will make available to CLEC for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the **"Resale Services"**).

(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) SBC-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;

(x) Customer Owned Pay Telephone Services, as described in the applicable tariff;

(xi) Advanced Intelligent Network, as described in the applicable tariff;

(xii) Promotions, as described in the applicable tariff, and or according to federal and/or state commission requirements;

(xiii) Optional calling plans, as described in the applicable tariff, and

(xiv) Special pricing plans, as described in the applicable tariff.

All SBC-AMERITECH services or offerings which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described. The Resale Services shall be made available to CLEC at the wholesale rates set forth in the **Pricing Schedule**. All Telecommunications Services shall be available to CLEC at wholesale rates and on terms no less favorable than those SBC-AMERITECH makes available to its end user customers.

10.2 Other Services. SBC-AMERITECH may, at its sole discretion, and as agreed to by CLEC, make available to CLEC under this Agreement services other than Telecommunications Services 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 SBC-AMERITECH offers to existing retail subscribers, but not to new subscribers (**"Grandfathered Services"**), may be revised or supplemented from time to time to include those additional services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. SBC-AMERITECH agrees to make Grandfathered Services available to CLEC for resale to any Customer of SBC-AMERITECH that subscribes to a Grandfathered Service from SBC-AMERITECH at the time of its selection of CLEC as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by SBC-AMERITECH, SBC-AMERITECH agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to CLEC for resale to CLEC's Customers that subscribe to such Grandfathered Service at the time it is so classified by SBC-AMERITECH. Grandfathered Services shall be made available to CLEC at wholesale rates determined in accordance with the Act. To the extent that SBC-AMERITECH is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each CLEC Resale Customer is provided such Grandfathered Service, SBC-AMERITECH shall retroactively apply such wholesale rate as a credit to CLEC and will bill such service to CLEC from its retail billing systems.

10.3.2 Any Telecommunication Services which SBC-AMERITECH currently intends to discontinue offering to any retail subscriber (**"Sunsetted Services"**) may be revised or supplemented from time to time to include those additional Telecommunications Services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. SBC-AMERITECH agrees to make Sunsetted Services available to CLEC for resale to CLEC's Customers who are subscribers to the Sunsetted Service either from SBC-AMERITECH or CLEC 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.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the **Pricing Schedule**, CLEC shall pay SBC-AMERITECH: (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by CLEC, including initial non recurring charges, and (ii) the applicable non discounted end user common line charge as set forth in F.C.C. No. 2, Section Article 4.

10.5 Restrictions on Resale Services.

10.5.1 To the extent provided by Applicable Law, including the Michigan Telecommunications Act, CLEC 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 SBC-AMERITECH.

10.5.2 SBC-AMERITECH shall not be required to provide to CLEC 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 SBC-AMERITECH to provide to CLEC 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, CLEC shall not utilize Resale Services to avoid applicable access charges.

10.5.5 SBC-AMERITECH services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

10.5.6 SBC-AMERITECH may impose additional restrictions on CLEC'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.

10.6.1 SBC-AMERITECH shall, via tariff filings, notify CLEC of any changes in the terms and conditions under which SBC-AMERITECH offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, SBC-AMERITECH shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, SBC-AMERITECH shall furnish CLEC with reasonable quantities of publicly available collateral information regarding the Resale Services.

10.7 Operations Support Systems Functions. SBC-AMERITECH shall provide CLEC nondiscriminatory access to SBC-AMERITECH's Operations Support Systems functions as provided in **Article XXXIII**, Operational Support Systems of this Agreement.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 SBC-AMERITECH shall provide to CLEC, for Resale, Resale Services that are equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users.

10.6.2 Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services and functions to others, including its own End Users.

10.8.3 SBC-AMERITECH shall provision Resale Services with the same timeliness and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users. However, nothing in this **Section 10.8.3** shall increase any obligation assigned to SBC-AMERITECH in the Articles of this agreement addressing Performance Measurements or Operational Support Systems.

10.9 Standards of Performance. SBC-AMERITECH shall provide CLEC Resale Services in accordance with the Standards of Performance in **Article XXXII** (Performance Measurements) of this Agreement.

10.9.1 CLEC shall be entitled to any Credit Allowances pursuant to the same terms and conditions that SBC-AMERITECH offers Credit Allowances to its retail Customers, including those described on **Schedule 10.9.1**.

10.10 Branding.

10.10.1 Where technically feasible, SBC-AMERITECH will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name based upon the criteria outlined below:

10.10.1.1 Where SBC-AMERITECH provides CLEC Operator Services and Directory Assistance via the same trunk, both the OS and DA calls will be branded with the same brand. Where SBC-AMERITECH is only providing OS on behalf of CLEC, the calls will be branded.

10.10.1.2 Provide CLEC's brand at the beginning of each telephone call.

10.10.1.3 SBC-AMERITECH will disclose immediately to the consumer, upon request, a quote of CLEC's rates or charges for the call.

10.10.1.4 CLEC agrees that it will provide to SBC-AMERITECH a name to be used for branding that is substantially similar to the name in which CLEC is certified to provide local Telecommunications Services by the state Commission.

10.10.1.5 CLEC will provide written specifications of its company name to be used by SBC-AMERITECH to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

10.10.1.6 CLEC, when purchasing SBC-AMERITECH unbundled local switching, is responsible for maintaining CLEC's End User customer records in SBC-AMERITECH's Line Information Database (LIDB). CLEC's failure to properly administer customer records in LIDB may result in branding errors.

10.10.1.7 Branding Load Charges

10.10.1.7.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

10.11 OS/DA Rate/Reference

10.11.1 Where technically feasible, SBC-AMERITECH will provide CLEC OS/DA Rate Reference Information based upon the criteria outlined below:

10.11.1.1 CLEC will furnish SBC-AMERITECH OS/DA Rate Reference Information in a mutually agreed to format or media, thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken. SBC-AMERITECH will use this information to quote rates and charges to CLEC's OS and DA customers on request.

10.11.1.2 CLEC will inform SBC-AMERITECH in writing of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change. CLEC acknowledges that it is responsible to provide SBC-AMERITECH updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

10.11.2 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in the **Pricing Schedule**.

10.11.3 When an Operator receives a rate request from an CLEC End User, SBC-AMERITECH will quote the applicable OS rates as provided by CLEC.

10.11.3.1 In the interim, when an Operator receives a rate request from an CLEC End User, SBC-AMERITECH will transfer the CLEC End User to a customer care number specified by CLEC in the OSQ. When SBC-AMERITECH has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

10.11.4 For SBC-AMERITECH -- SBC-AMERITECH has deployed customized routing via AIN technology. SBC-AMERITECH will provide Customized Routing via LCC technology at the request of CLEC. In the event CLEC specifically requests an LCC in any local switch where AIN is implemented, SBC-AMERITECH shall provide a forward-looking cost estimate to CLEC through the BFR Process, provided that such LCC needs to be developed to accommodate CLEC's customized routing requirement or calling scope. CLEC will pay the costs for implementing the request, provided that, if CLEC does not agree with SBC-AMERITECH's proposed charges for LCC customized routing, SBC-AMERITECH will submit its costs and proposed prices to the Commission for approval in accordance with TELRIC requirements, and CLEC will only be required to pay the prices approved by the Commission. If CLEC requests an LCC in a switch where

that LCC is already implemented and used by SBC-AMERITECH, no charge as related to development of such LCC applies.

SBC-AMERITECH will make available to CLEC the ability to route all local Directory Assistance and Operator Services calls (e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+HNPA+555-1212) dialed by CLEC Customers to the CLEC Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to CLEC OS and DA platforms, CLEC may complete such calls and receive the associated revenue.

SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route CLEC customer-dialed Directory Assistance local calls to CLEC. (Designated trunks via Feature Group C signaling, or as the Parties may otherwise agree, for direct-dialed calls (i.e., sent paid).)

10.12 Branding (Other)

10.12.1 CLEC shall not, without SBC-AMERITECH's prior written consent, offer any Resale Service to any Customer under any brand name, trademarks, service marks, trade names, logos, insignia, symbols or decorative designs of SBC-AMERITECH, its subsidiaries or its Affiliates, nor shall CLEC state or imply that there is any joint business association or any similar arrangement with SBC-AMERITECH in the provision of Resale Service to CLEC's Customers, except to the extent CLEC deems it necessary to advise its Customers that SBC-AMERITECH's personnel will perform work on behalf of CLEC under this Agreement.

10.12.2 In those instances where CLEC requires SBC-AMERITECH personnel to interface directly with CLEC Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as SBC-AMERITECH's employees representing CLEC.

10.12.3 Any “no access” cards and time and materials invoices furnished during service calls by SBC-AMERITECH personnel to CLEC Customers shall be available to CLEC for review and shall bear no corporate name, logo or trademark.

10.12.4 In no event shall SBC-AMERITECH personnel acting on behalf of CLEC pursuant to this Agreement provide information to any existing CLEC Customer about SBC-AMERITECH products or services.

10.12.5 CLEC shall pay SBC-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 **Section 10.10.**

10.13 Primary Local Exchange and Interexchange Carrier Selections.

10.13.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. SBC-AMERITECH shall not require a disconnect order from an CLEC Customer, or another LEC, in order to process an CLEC order for Resale Service for an CLEC Customer.

10.13.2 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 denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (**"Unauthorized Switching"**), SBC-AMERITECH shall switch that Customer back to CLEC in accordance with the terms of Part 22, Section 1 of P.S.C. of WI (the **"Resale Tariff"**). However, in the case of unauthorized changes of CLEC Customers to SBC-AMERITECH, SBC-AMERITECH shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the $50 compensation, described in the Resale Tariff, to CLEC.

(b) If SBC-AMERITECH reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, SBC-AMERITECH agrees to report on CLEC 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 SBC-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 28.3** will be implemented.

10.13.3 When SBC-AMERITECH receives an order for Resale Service from CLEC for CLEC's Customer, and SBC-AMERITECH currently provides resale local exchange telecommunications services to another carrier (**"Carrier of Record"**) for the same Customer, SBC-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 CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold SBC-AMERITECH harmless against any and all Losses that may result from SBC-AMERITECH acting under this **Section 10.13.3**.

10.13.4 When notified by CLEC via the Local Service Request ("LSR") that an End User desires to change its presubscribed interexchange carrier (**"PIC"**) selection or

local service provider ("LPIC") selection from one carrier to another carrier, SBC-AMERITECH shall provision the PIC or LPIC change. SBC-AMERITECH will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

10.14 Requirements for Specific Services

10.14.1 CENTREX Requirements. SBC-AMERITECH agrees that CLEC may elect to resell SBC-AMERITECH CENTREX service at any time during the term of this Agreement. The terms under which CLEC will resell CENTREX will be negotiated by the parties at the time CLEC elects to resell CENTREX. Any dispute arising from the parties' negotiation of the terms under which CLEC will resell Centrex will be resolved pursuant to **Article XXVIII** of this Agreement

10.14.2 CLASS and Custom Features Requirements. CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

10.14.3 Customer Specific Pricing Agreements (**"CSPAs"**). CLEC may purchase any SBC-AMERITECH Customer-specific service offering for resale to any Customer who would have been eligible to take such offering directly from SBC-AMERITECH. Where CLEC and SBC-AMERITECH are competing at retail for the same Customer, both the retail price and the associated wholesale discount shall be calculated by SBC-AMERITECH without unreasonable delay. SBC-AMERITECH shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding CLEC's request or other competitively sensitive information.

10.14.4 Inside Wire Maintenance Service. CLEC may enter into a separate agreement with SBC-AMERITECH to purchase SBC-AMERITECH Inside Wire Maintenance Service for use with CLEC customers.

10.14.5 Voice Mail Functionality. Where available to SBC-AMERITECH's end users, SBC-AMERITECH shall provide all voice mail functionality including the feature capabilities specified below, under whatever product name SBC-AMERITECH may use to identify those capabilities, in order to allow for voice mail services:

Simple Message Desk Interface – Enhanced (**"SMDI-E"**)
Simple Message Desk Interface (**"SMDI"**)
Foreign Exchange (**"FX"**) Interconnect Lines (DSO and T1) with Multi-Line Hunt Groups (**"MLHG"**), DID
Message Waiting Indicator ("**MWI**") stutter dialtone and message waiting light feature capabilities

Call Forward on Busy (**"CF/B"**)
Call Forward Don't Answer (**"CF/DA"**)

10.14.6 Blocking Service. Upon CLEC's request, SBC-AMERITECH shall provide call blocking service (including, but not limited to, 700, 900, and 976 services individually or in any combination upon request, bill to third party and collect calls) to CLEC on a line, trunk, or individual service basis at parity with what SBC-AMERITECH provides its end users.

10.14.7 Advanced Intelligent Network. CLEC may purchase those Advanced Intelligent Network (**"AIN"**) features or functions that SBC-AMERITECH offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

(i) All service levels, features and function components of AIN provided by SBC-AMERITECH and offered for resale by CLEC will be provided by SBC-AMERITECH at parity with the same services SBC-AMERITECH offers to its own customers.

(ii) CLEC may purchase any and all levels of AIN service for Resale Services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10.15 Functionality Required To Support Resale Service.

10.15.1 Directory Listing Requirements. SBC-AMERITECH shall make available to CLEC for CLEC Customers directory listings in accordance with the provisions of **Article XV**.

10.15.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to CLEC's service, SBC-AMERITECH will remove any SBC-AMERITECH-assigned telephone line calling card number (including area code) (**"TLN"**) from the Line Identification Database (**"LIDB"**).

10.15.3 Special Needs Services

10.15.3.1 CLEC will adhere to all applicable state regulation and law in the provision of special needs service to its Resale Services customers. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion.

10.15.3.2 If an existing SBC-AMERITECH customer is certified as eligible for special needs services, the Customer Service Record information that SBC-AMERITECH provides to CLEC when CLEC acquires that customer will include an indicator which identifies the customer's eligibility for special needs services.

10.15.3.3 CLEC is responsible for determining its customers' eligibility for special needs services and for certifying and recertifying eligible customers, subject to applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.15.3.4 For usage by an CLEC customer of a Telephone Relay Service, SBC-AMERITECH will provide CLEC with all billing information furnished to SBC-AMERITECH by the provider of the Telephone Relay Service.

10.15.4 Telephone Assistance Programs

10.15.4.1 CLEC will adhere to all applicable regulation and law in the administration of Telephone Assistance Programs for its customers.

10.15.4.2 If an existing SBC-AMERITECH customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the Customer Service Record information that SBC-AMERITECH provides to CLEC when CLEC acquires that customer will include an indicator which identifies the customer's eligibility for a Telephone Assistance Program.

10.15.4.3 CLEC is responsible for determining its customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible customers, as required by applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.15.5 911 Services. SBC-AMERITECH shall provide to CLEC, for CLEC Customers, 911 call routing to the appropriate PSAP. SBC-AMERITECH shall provide CLEC Customer information to the PSAP. For the purposes of this **Article X**, SBC-AMERITECH shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 911 services. When requested by SBC-AMERITECH, CLEC shall provide SBC-AMERITECH with accurate and complete information regarding CLEC's End Users(s) in a format and time frame prescribed by SBC-AMERITECH for purposes of E911 administration.

10.15.5.1 Responsibilities of SBC-AMERITECH. SBC-AMERITECH shall provide access to the following services where SBC-AMERITECH is the underlying 911 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 911 calling.

(ii) Basic 911 service (where available) provides for routing all 911 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 911 ("E911") service, which provides additional features to Basic 911 service, such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both CLEC and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.15.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Article VI**.

10.16 Service Functions.

10.16.1 Point of Contact for Resale Purchase Customer.

(a) Primary Point of Contact. Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for all CLEC Customers.

(b) Service Referrals. SBC-AMERITECH shall ensure that SBC-AMERITECH repair representatives who receive repair inquiries from CLEC users regarding CLEC services refer such inquiries to CLEC at a telephone number provided by CLEC.

For all other inquiries regarding services identified as being provided by CLEC, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives advise the inquiring party to contact CLEC. Further, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives who receive repair calls or inquiries regarding CLEC services do not in any way disparage or discriminate against CLEC, its products or services and do not provide information about SBC-AMERITECH products or services.

(c) Customer Contact Employee Training. SBC-AMERITECH shall provide training for all its employees who may communicate, either by telephone or face-to-face, with CLEC Customers to assure that the

requirements of this Agreement are met. Such training shall utilize training materials provided by CLEC, and shall include compliance with the branding requirements of this Agreement. Furthermore, the same quality standards that SBC-AMERITECH requires of its employees when contacting an SBC-AMERITECH Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

10.16.2 Operations Support Systems Functions.

(a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. SBC-AMERITECH shall provide a real time electronic interface (**"EI"**) for transferring and receiving Service Orders and Provisioning data as described in **Article XXXIII** (Operational Support Systems) of this Agreement.

(b) Provisioning Support.

(i) After receipt and acceptance of a Service Order, SBC-AMERITECH shall provision such Service Order in accordance with the Intervals established in **Article XXXII** (Performance Measurements).

(ii) SBC-AMERITECH shall provide CLEC with service status notices (Firm Order Commitments, Order Completion Notices) within intervals established in **Article XXXII** (Performance Measurements).

(iii) SBC-AMERITECH shall provide provisioning support to CLEC for Resale Services on the same basis SBC-AMERITECH provides that provisioning support to its retail Customers. Provisioning support for Resale Services may be expanded as mutually agreed by the Parties.

(iv) SBC-AMERITECH shall provide CLEC with the capability to have CLEC's Resale Customer orders input to and accepted by SBC-AMERITECH's Service Order systems outside of normal business hours in parity with the way SBC-AMERITECH's Customer orders received outside of normal business hours are input and accepted.

(c) Engineering Support. When requested by CLEC, SBC-AMERITECH shall provide timely engineering support.

(d) Requests for Service Changes. Where SBC-AMERITECH provides installation, SBC-AMERITECH's representatives shall inform an CLEC Customer to contact CLEC if such Customer requests a service change at the time of installation.

(e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC-AMERITECH may not initiate any disconnect, suspension or termination of an CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or SBC-AMERITECH's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

(f) SBC-AMERITECH will provide to CLEC the electronic listing of CLEC Customers who change their local carrier, as specified in the Operations Support Systems Article of this Agreement.

10.16.3 Operations Support Systems Functions – Maintenance. Maintenance will be provided by SBC-AMERITECH in accordance with the service parity requirements set forth in **Article XXXII** (Performance Measurements).

10.17 Responsibilities of CLEC.

10.17.1 CLEC shall be responsible for providing to its Customers and to SBC-AMERITECH a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact SBC-AMERITECH with regard to such requests, SBC-AMERITECH shall inform such Customers that they should call CLEC and will provide CLEC's contact numbers to such Customers. At CLEC's request, SBC-AMERITECH shall provide a "warm" transfer to CLEC of calls it receives from CLEC's Customers for service or repair requests at the rates set forth in the **Pricing Schedule**.

10.18 Exchange of Billing Information.

10.18.1 SBC-AMERITECH shall provide to CLEC the Customer Usage Data Recorded by SBC-AMERITECH. Such data shall include complete CLEC Customer usage data for Resold Service, in accordance with the terms and conditions set forth in **Article XXVII** (Billing).

10.18.2 Interexchange call detail forwarded to SBC-AMERITECH for billing, which would otherwise be processed by SBC-AMERITECH, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account.

If CLEC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. CLEC will have no obligation to bill and collect from CLEC's customers the Information Service providers charges, unless a separate billing and collection agreement is signed with either SBC-AMERITECH or the Information Services provider. Billing for 900

and 976 calls or other Information Services Traffic will be passed through when SBC-AMERITECH records the message. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900 or 976) calls placed by its Resale customers it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion and that some calls may bypass blocking systems. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

10.18.3 CLEC shall be responsible for providing all billing information to its Customers who purchase Resale Services from CLEC.

10.18.4 SBC-AMERITECH shall bill CLEC for Resale Services provided by SBC-AMERITECH to CLEC pursuant to the provisions of **Article XXVII**. SBC-AMERITECH shall recognize CLEC as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to CLEC unless CLEC specifically requests otherwise. The bill will include sufficient data to enable CLEC 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.

10.19 Use of Service.

10.19.1 CLEC, and not SBC-AMERITECH, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. SBC-AMERITECH may refuse to furnish or may disconnect Resale Services of CLEC or, as appropriate to CLEC'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) SBC-AMERITECH is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by SBC-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 10.19.1** shall apply only to the specific affected Resale Services.

10.19.2 Termination of Resale Service because of a use of service that does not comply with Applicable Law shall take place only after SBC-AMERITECH provides reasonable notice or as ordered by a court.

10.19.3 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.

10.19.4 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 SBC-AMERITECH's Customers.

10.19.5 If CLEC's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or SBC-AMERITECH or CLEC's Customers, CLEC shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

9.0 Access to Unbundled Network Elements – Section 251(c)(3).

9.1 Introduction – Access to Network Elements. This **Article IX**, Unbundled Access – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish CLEC with access to Network Elements on an unbundled basis ("UNEs") and the terms to which SBC-AMERITECH agrees to provide Combinations of Network Elements ("UNE Combinations or Combinations"). CLEC, in seeking to provide local exchange service to End Users through the use of multiple SBC-AMERITECH UNEs, may combine UNEs and order combinations of UNEs from SBC-AMERITECH. Where the UNEs are ordered separately, CLEC is responsible for performing the functions necessary to combine the UNEs it requests from SBC-AMERITECH. Where those UNEs are ordered in a combination, as specified in this **Article IX**, SBC-AMERITECH is responsible for combining those UNEs. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-AMERITECH's network. The Parties agree that throughout this Article (and Agreement), the terms "UNEs" and "Unbundled Network Elements" also refer to combinations of UNEs as defined in this **Section 9.1** (either combined by CLEC, as connected in SBC-AMERITECH's network for an existing service, or as typically combined by SBC-AMERITECH in its provision of service to its customers).

9.1.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. SBC-AMERITECH shall provide CLEC the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for Unbundled Network Elements and each Combination are set forth in the **Pricing Schedule** of this Agreement.

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination, as described in **Section 9.1**, above. In no event shall SBC-AMERITECH require CLEC to purchase any unbundled Network Element in conjunction with any other service or element. SBC-AMERITECH shall place no use restrictions or other limiting conditions on Network Elements and Combinations purchased by CLEC under the terms of this Agreement, except that CLEC may not use an unbundled network element in combination with a tariffed service element to the extent prohibited by the FCC. Notwithstanding anything to the contrary in this **Article IX**, SBC-AMERITECH

shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to CLEC 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 CLEC on an unbundled basis; and

(B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or

(2) The Commission concludes that the failure of SBC-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 CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH and CLEC shall connect CLEC's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

9.2.1 SBC-AMERITECH shall provide CLEC access to Network Elements on an unbundled basis (and combinations of Network Elements as set forth in **Section 9.3** of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or to CLEC by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by CLEC. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this **Article IX** and **Schedules 9.2.1** through **9.2.9**.), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in **Article XIX** (General Responsibilities of the Parties) of this Agreement. Any arrangement SBC-AMERITECH may have with another Telecommunications Carrier is presumed to be technically feasible; however, SBC-AMERITECH may rebut this presumption with clear

and convincing evidence to the contrary in its response to an CLEC Bona Fide Request, pursuant to 47 C.F.R. §51.321(c).

9.2.3. At such time that CLEC provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research ("Bellcore") and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides CLEC, within thirty (30) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XXVIII** of this Agreement. Unless otherwise specified, any references to DS-1 in this **Article IX** shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.4 CLEC may use one or more Unbundled Network Elements or Combinations to provide to itself, its affiliates and to CLEC Customers any feature, function, capability or service option that such Network Element or Combination provides on an unbundled basis or is technically capable of providing, or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Network Elements to CLEC, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, CLEC may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, pursuant to the terms of the Bona Fide Request (BFR) process as set forth in **Article II** and **Schedule 2.2** of this Agreement.

9.2.6 When an existing wholesale or retail service employed by CLEC is ordered replaced with a combination(s) of Network Elements of equivalent functionality (including a combination of Network Elements), the order shall be completed and the conversion shall be made without a disruption of service perceptible to the customer in at least 99 percent of all instances, as defined by **Section 9.3.2.1**, below, unless disconnection of Network Elements is requested by CLEC.

9.2.7 This section includes a list of the initial set of Network Elements to be provided on an unbundled basis (along with associated ancillary equipment, as provided by **Section 9.3.5**) that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules attached hereto. CLEC and SBC-AMERITECH agree that the Network Elements identified in this **Article IX** are not exclusive and that pursuant to the Bona Fide Request process CLEC may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

9.2.7.1 Loop;

9.2.7.2 Dark Fiber;

9.2.7.3 Network Interface Device;

9.2.7.4 Subloop;

9.2.7.5 Local Switching, including tandem switching, as provided in **Schedule 9.2.6**;

9.2.7.6 Interoffice Transmission Facilities, including Dedicated, and Shared Transport;

9.2.7.7 Signaling Links and Call-Related Databases;

9.2.7.8 Operations Support Systems (**"OSS"**) (see **Article XXXIII**).

9.3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service.

9.3.1.1 In addition to the Combinations of Network Elements furnished by SBC-AMERITECH to CLEC hereunder (**Section 9.3**), SBC-AMERITECH shall permit CLEC to combine any Network Element or Network Elements provided by SBC-AMERITECH with another Network Element or other Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by CLEC or provided by third parties to CLEC to provide telecommunications services to CLEC, its affiliates and to CLEC Customers in accordance with **Section 9.1**, above.

9.3.2 Except upon the request of CLEC, SBC-AMERITECH shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.2.1 When CLEC orders Network Elements on an unbundled basis that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, or where CLEC places an order to convert existing retail or wholesale service to the equivalent combination of UNEs, the order shall be completed and the conversion shall be made without a disruption of service perceptible to the customer in at least 99 percent of all instances. A perceptible disruption of service shall be deemed to have occurred if the customer can notice a lack of dial tone, or if an existing call is disrupted or disconnected by the change. In addition, SBC-AMERITECH shall allow CLEC to order any Network Element or Combination that is ordinarily combined in SBC-AMERITECH's network, in accordance with **Section 9.1**. Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be limited to SBC-AMERITECH's total element long-run incremental costs related to the records changes needed to account for CLEC's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement, as set forth in the **Pricing Schedule** to this Agreement, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

9.3.2.2 Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for CLEC to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of unbundled shared transport to ensure it supports the grade of service provided under this Agreement.

9.3.2.3 SBC-AMERITECH shall establish for the UNE-Platform set forth in **Schedule 9.3**, an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport.

9.3.2.4 The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific CLEC local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

9.3.2.5 Additional details regarding the UNE-P are found in **Schedule 9.3**, attached hereto.

9.3.3 Intentionally left blank.

9.3.4 A minimum set of Combinations is (described in **Table 1** of this **Article IX**) that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement and that CLEC can order on a single order as described within **Article XXXIII** (OSS). When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.3.5 Orders for Unbundled Network Elements and Combinations may specify any unusual or non-standard capabilities required of ancillary equipment (e.g multiplexers, splitters or bridges) where such capabilities are integral to the functionality of the Unbundled Network Element but where the standard methods or defaults of such provisioning may be different and where the capabilities may need to [be] specified for the purposes of unbundled pricing and/or engineering of the Unbundled Network Element or Combination. Specification of such information is not an acknowledgment on the part of CLEC that the items specified represent separate Network Elements nor is it a waiver of CLEC's right to request and have the equipment provided in the future for the then existing Network Element or Combination. If the specified capabilities are not integral to the functionality of the UNE, then the request for the functionality is to be made under the BFR process.

9.3.6 SBC-AMERITECH shall make available to CLEC the following Combinations as described in the table set forth below at the rates set forth at the **Pricing Schedule**:

TABLE 1

Selected Combinations That CLEC Shall be Capable of Ordering on a Single Local Service Request Order

	Service	Combination	Service Description	Options
1	Switched Services (Using SBC-AMERITECH UNE switching)	2 wire loop & Port	VG service- POTS with xDSL option	• Assured Link • Ability to extract high frequency xDSL data from loop and connect to either SBC-AMERITECH or CLEC provided data transport (using CLEC provided DSLAM)
2		2 wire loop & Port + packet transport	ISDN (BRI) - POTS with packet data extract option or ADSL with ATM Transport	• Ability to connect packet transport to SBC-AMERITECH End Office for transmission of ISDN User to User packet data. • This UNE-D platform order would include, Local Switching, and ATM transport and associated ATM Port elements.

	Service	Combination	Service Description	Options
3	Switched Services (e.g., loops to CLEC provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning
4		4 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning
5	EEL [5a]	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to CLEC CO (This is a basic hi-cap to mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	• The MUX channel plugins would be ordered on the loop to mux combo.

	Service	Combination	Service Description	Options
5	EEL [5b]	2/4 wire loop to existing Mux (CLEC to supply Mux CFA)	Analog loop to Mux (CLEC to provide CFA)	• Assured Link • Data Conditioning • Channel plugs supporting loop facilities to customer prem.
6	EEL	2/4 wire loop + Multiplexing + high speed data Transport (CLEC to supply Mux CFA)	The EEL allows CLEC to serve a customer by extending a customer's loop from the end office serving that customer to a different office.	• EELs may optionally be ordered in a two part arrangement. See combinations 5a and 5b.
7	Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning
8	Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging

	Service	Combination	Service Description	Options
9	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning
10		4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., Ocx, or DS-1/3 Service) Prem to Prem	•

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to CLEC shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to CLEC hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide CLEC access to Unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission.

9.4.4 Upon the request of CLEC, SBC-AMERITECH shall provide to CLEC a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by CLEC for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by CLEC in accordance with **Section 9.6**.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide CLEC unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide CLEC access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that CLEC purchases in accordance with **Article XXXIII** (Operational Support Systems). Access to such functionalities for the Operations Support Systems functions shall be as provided in **Article XXXIII** (Operational Support Systems).

9.5.3 Prior to submitting an order for a Network Element to be provided on an unbundled basis which replaces, in whole or in part, a service offered by SBC-AMERITECH or any other telecommunications provider for which SBC-AMERITECH changes a primary local exchange carrier, CLEC shall comply with the requirements of **Section 10.13** of **Article X.**

9.5.4 Intentionally left blank.

9.5.5 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-AMERITECH for future provisioning needs, unless such UNE is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of an CLEC End User's service.

9.5.6 Intentionally left blank.

9.5.7 Intentionally left blank.

9.5.8 Unless the Parties negotiate another arrangement, when an SBC-AMERITECH provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-AMERITECH provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC-AMERITECH, and CLEC

will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs and is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge CLEC the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified in the **Pricing Schedule**. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with Section 252(d) of the Act. Once the Commission establishes a final TELRIC rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a "true-up". No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill CLEC for access to unbundled Network Elements and Network Combinations pursuant to the requirements contained in **Article XXVII** (Billing) of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in **Article XXXIII** (Operational Support Systems).

9.10 Standards of Performance. SBC-AMERITECH shall provide to CLEC access to unbundled Network Elements: (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in **Article XXXII** (Performance Measurements). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be

suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

9.11 Access to UNE Connection Methods. In addition to the UNE Connection Methods set forth in this **Article IX**, SBC-AMERITECH will provide access to Network Elements on an unbundled basis and combinations of Network Elements at any technically feasible point including at any point set forth in **Article XII** (Collocation).

9.11.1 This Section describes the process under which CLEC may combine UNEs it purchases separately. These methods apply when CLEC chooses to provide the connections between these elements. When CLEC orders unbundled network elements as combinations from SBC-AMERITECH, SBC-AMERITECH will provide the means and cross-connections necessary to connect the elements. The methods listed below provide CLEC with access to separate UNEs, and allow CLEC to combine those UNEs, without compromising the security, integrity and reliability of the public switched networks, as well as to minimize potential service disruption.

9.11.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-AMERITECH Central Office.

9.11.1.1.1 (Method 1)

SBC-AMERITECH will extend SBC-AMERITECH UNEs requiring cross connection to the CLEC Physical Collocation Point of Termination (POT) when CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.1.2 (Method 2)

SBC-AMERITECH will extend SBC-AMERITECH UNEs that require cross connection to CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.1.3 (Method 3)

SBC-AMERITECH will extend SBC-AMERITECH UNEs to the CLEC UNE frame that is located outside the SBC-AMERITECH Central Office where the UNEs are to combined in a closure such as a cabinet provided by SBC-AMERITECH on SBC-AMERITECH property.

9.11.2 The following terms and conditions apply to all methods when SBC-AMERITECH provides access pursuant to **Sections 9.11.1.1.1** through **9.11.1.1.3**:

9.11.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-AMERITECH will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

9.11.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-AMERITECH Central Office space and equipment.

9.11.2.3 CLEC may cancel the request at any time, but will pay SBC-AMERITECH's reasonable and demonstrable costs for modifying SBC-AMERITECH's Central Office up to the date of cancellation.

9.11.2.4 CLEC may elect to access SBC-AMERITECH's UNEs through Physical Collocation arrangements.

9.11.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

9.11.2.6 CLEC shall refer trouble sectionalized in the SBC-AMERITECH UNE to SBC-AMERITECH.

9.11.2.7 Prior to SBC-AMERITECH providing access to UNEs under this Article, CLEC and SBC-AMERITECH shall provide each other with a point of contact for overall coordination.

9.11.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

9.11.2.9 All tools, procedures, and equipment used by CLEC to connect to SBC-AMERITECH's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

9.11.2.10 CLEC shall be responsible for CLEC's personnel observing SBC-AMERITECH's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SBC-AMERITECH for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on SBC-AMERITECH's premises, CLEC shall immediately comply

with such request. Such person shall leave SBC-AMERITECH's premises promptly, and CLEC shall not furnish such person again to perform work on SBC-AMERITECH's premises without SBC-AMERITECH's consent.

9.11.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in **Section 9.11.2.10** have been satisfied for each employee requiring access to SBC-AMERITECH premises and/or facilities. SBC-AMERITECH identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SBC-AMERITECH premises will be granted only to CLEC employees with such identification.

9.11.2.12 CLEC shall designate each network element being ordered from SBC-AMERITECH. CLEC shall provide an interface to receive assignment information from SBC-AMERITECH regarding location of the extended UNEs. This interface may be manual or mechanized.

9.11.2.13 SBC-AMERITECH will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-AMERITECH shall be referred to such contact numbers.

9.11.2.14 CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in SBC-AMERITECH equipment areas.

9.11.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

9.11.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-AMERITECH UNEs will be made on an individual case basis (ICB).

9.11.2.15.2 SBC-AMERITECH will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-AMERITECH will ensure that the first CLEC obtaining Access to UNEs in a SBC-AMERITECH premises will not be responsible for the entire cost of site preparation and security.

9.11.2.15.3 SBC-AMERITECH will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-AMERITECH for other construction and preparation work performed in the building.

9.12. CROSS CONNECTS

9.12.1 The cross-connect is the medium between the SBC-AMERITECH UNE and an CLEC designated point of access as described in various sections of this Article, or the medium between an SBC-AMERITECH UNE and a Collocation area for the purpose of permitting CLEC to connect the SBC-AMERITECH UNE to other UNEs or to CLEC's own facilities. Where SBC-AMERITECH has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the medium between one SBC-AMERITECH UNE and another SBC-AMERITECH UNE.

9.12.2 Pricing for **Sections 9.12.3**, **9.12.4**, and **9.12.5**, below is as set forth in the **Pricing Schedule**.

9.12.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a SBC-AMERITECH Loop with another SBC-AMERITECH UNE are as follows:

9.12.3.1 2-Wire Analog Loop to UNE Connection Methods point of access.

9.12.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access.

9.12.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access.

9.12.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access.

9.12.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another SBC-AMERITECH UNE are as follows:

9.12.4.1 DS-1 to UNE Connection Methods point of access.

9.12.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another SBC-AMERITECH UNE are as follows:

9.12.5.1 Analog Line Port to UNE Connection Methods point of access.

9.12.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

9.12.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access.

9.12.5.4 Analog DID Trunk Port to UNE Connection Methods point of access.

9.12.5.5 DS-1 Trunk Port to UNE Connection Methods point of access.

9.12.6 The applicable cross connects for SBC-AMERITECH Loop, UDT or Port UNEs are as follows:

9.12.6.1 2-wire

9.12.6.2 4-wire

9.12.6.3 6-wire

9.12.6.4 8-wire

9.12.6.5 DS-1

9.12.6.6 DS-

9.12.6.7 OC-3

9.12.6.8 OC-12

9.12.6.9 OC-48

9.12.6.10 LT

9.12.6.11 LT3

9.13 Maintenance of Elements.

9.13.1 If trouble occurs with unbundled network elements provided by SBC-AMERITECH, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-AMERITECH's equipment and/or facilities, CLEC will issue a trouble report to SBC-AMERITECH.

9.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC-AMERITECH dispatches personnel to the End User's premises

or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.13.3 CLEC shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

9.13.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.13.5 If CLEC issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

9.13.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

9.13.7 If CLEC requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.14. RECONFIGURATION

9.14.1 SBC-AMERITECH will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (FCC 99-370).

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

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. The parties shall conduct compatibility and cooperative testing, and trunk utilization monitoring (including overflow, call volume and blocking) and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection in a manner that is mutually agreeable to the parties. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

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 will be determined in accordance with the requirements of **Article XXXII** (Performance Measurements).

8.3 Cooperative Testing. Within twenty-four (24) hours of CLEC's request, SBC-AMERITECH will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by CLEC in order to identify any performance problems.

ARTICLE VII
TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.0 Transport and Termination of Other Types of Traffic.

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party (**"Originating Party"**) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (**"Terminating Party"**) to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Intentionally deleted.

7.1.5 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

(a) The Information Services Billing and Collection fee set forth on the **Pricing Schedule**; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and

(c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

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.

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; provided, 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.

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. 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 **Article III**, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth in the **Pricing Schedule**.

7.2.5 CLEC may provide its own Operator Services, including BLV/BLVI or use the Operator Services of SBC-AMERITECH or a third party vendor.

7.3 Transit Service.

7.3.1 The Transit Rate element applies when one Party sends Local or IntraLATA Toll traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the **Pricing Schedule**.

7.3.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will pay the transiting Party any lawful charges that any terminating third-party carrier imposes or

levies on the transiting Party for the delivery or termination of such traffic, provided that: (i) such charges are no greater than those that would be imposed or levied on, or incurred by, the transiting Party if such traffic were originated by the transiting Party rather than the other Party, (ii) the transiting Party provides to the originating Party data supporting the transiting Party's belief that the originating Party is responsible for the third party charges, and (iii) the transiting Party provides the originating Party with notice of such proposed charges and the opportunity to contest such charges with the third-party carrier prior to making payment. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

7.3.3 Subject to **Section 7.3.5** below, CLEC shall not bill SBC-AMERITECH for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-AMERITECH is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to SBC-AMERITECH that unidentified transit traffic volume has become significant, SBC-AMERITECH agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

7.3.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

7.3.4 Consistent with the requirements of **Article XXVII** of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. Where available, each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call.

7.3.5 Where the Parties are performing a transiting function as defined in **Section 7.3.1** above and CLEC is an SBC-AMERITECH LSNE user, the transiting Party will pass the original and true CPN if it is received from the originating carrier. The transiting Party will also provide records in accordance with **Article XXVII**, including providing the OCN of the originating third party carrier to the terminating Party. In the event that the originating OCN is not included in the records provided to CLEC from SBC-AMERITECH, SBC-AMERITECH will be billed for termination of calls on a default basis.

7.3.6 Meet-Point Billing compensation arrangements are as described in **Article XXVII**.

7.3.7 The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by ILEC and billing functions. SBC-AMERITECH agrees to ensure that CLEC receives, in accordance with the record transfer provisions of **Article XXVII** of this Agreement, equivalent information on all calls that are

originated by any other LEC, CLC or CMRS provider with which SBC-AMERITECH interconnects and which are subsequently terminated to CLEC.

7.3.8 CLEC may, in its sole discretion, offer Transit Traffic services to SBC-AMERITECH or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by SBC-AMERITECH.

7.4 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.

ARTICLE VI
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.0 Fraud Control, Network Security and Law Enforcement.

6.1 Protection of Service and Property.

6.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, SBC-AMERITECH agrees to take the following reasonable and prudent steps, including but not limited to:

6.1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SBC-AMERITECH provides this protection to its own facilities. SBC-AMERITECH will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by SBC-AMERITECH.

6.1.3 SBC-AMERITECH will follow mutually agreed upon notification procedures in the event it becomes necessary for an SBC-AMERITECH employee to enter into the exclusive CLEC collocated space.

6.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to, sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.

6.1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SBC-AMERITECH has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

6.1.6 Providing card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

6.1.7 Ensuring that the area that houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SBC-AMERITECH provides to itself.

6.1.8 Limiting the keys used in SBC-AMERITECH's keying systems for cages which contain or house CLEC equipment or equipment enclosures to SBC-AMERITECH's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency access will be coordinated with CLEC to allow escort opportunity. SBC-AMERITECH will change locks at CLEC's request. The expense will be borne by SBC-AMERITECH where a security breach is known or suspected and the breach is caused by SBC-AMERITECH.

6.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.

6.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

6.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after SBC-AMERITECH has become aware of such actual or attempted security breach.

6.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

6.1.13 In the event that **Article XII** addresses any matter also covered by this Article, the provisions of **Article XII** prevail.

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

6.2.1.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

6.2.1.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement, or the termination of the requested access by the identified individual.

Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

6.2.1.3 Each Party shall notify the other party immediately upon termination of employment of an individual user with approved access to the other Party's network.

6.2.1.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

6.2.1.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections that are made as a result of the user's access to either the CLEC or SBC-AMERITECH network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

6.2.1.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation, or distribution and deactivation.

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-AMERITECH's premises, such maintenance will be provided under terms agreed to by the Parties.

6.2.2.2 Monitoring. Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

6.2.2.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects

unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

6.2.2.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

6.2.2.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

6.2.2.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-AMERITECH, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-AMERITECH will work together to resolve problems where the responsibility of either Party is not easily identified.

6.2.3 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel.

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-AMERITECH, respectively, as the providers of the computer, network or information in question.

6.2.3.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

6.2.4 General Policies.

6.2.4.1 Each Party's resources are for approved business purposes only.

6.2.4.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

6.2.4.3 Individuals will only be given access to resources that they are authorized to receive, and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

6.2.4.4 Authorized users must not develop, copy or use any program or code that circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

6.2.4.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

6.2.5 User Identification.

6.2.5.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

6.2.5.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

6.2.5.3 Userids will be revalidated pursuant to each Party's corporate policies.

6.2.6 User Authentication.

6.2.6.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

6.2.6.2 Passwords must not be stored in script files.

6.2.6.3 Passwords must be entered by the user in real time.

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one

number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

6.2.6.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

6.2.6.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

6.2.6.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

6.2.7 Access and Session Control.

6.2.7.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

6.2.7.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

6.2.8 User Authorization.

6.2.8.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a userid is approved for access to the system.

6.2.9 Software and Data Integrity.

6.2.9.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

6.2.9.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

6.2.9.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

6.2.9.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

6.2.10 Monitoring and Audit.

6.2.10.1 To deter unauthorized access events, a warning or no-trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-AMERITECH or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

6.2.10.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

6.3 Revenue Protection.

6.3.1 SBC-AMERITECH will make available to CLEC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that SBC-AMERITECH provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.

6.3.2 SBC-AMERITECH will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

6.3.3 SBC-AMERITECH will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

6.3.4 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.

6.3.4.1 In the event of fraud associated with an CLEC End User's account, the parties agree that liability should be determined based on the facts related to the incident of fraud. SBC-AMERITECH shall not be liable for any fraud associated with an CLEC end user's account unless such fraud is determined to have been committed by an employee or other person under the control of SBC-AMERITECH.

Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.3.4.2 SBC-AMERITECH shall use the Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria SBC-AMERITECH uses to monitor fraud on its own accounts. As used herein, "Sleuth" shall mean "Sleuth system or comparable fraud detection system".

6.3.4.2.1 SBC-AMERITECH will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. SBC-AMERITECH will provide these fraud notification messages ("alerts") to CLEC within two (2) hours of the Sleuth alert being generated. Subsequent to CLEC's investigation of the Sleuth alert, CLEC's Fraud Center will notify SBC-AMERITECH of any action that needs to be taken. SBC-AMERITECH will complete such action as requested by CLEC within two (2) hours of CLEC's request.

6.3.4.2.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action should be taken as a result of a Sleuth alert.

6.3.4.2.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.3.4.2.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

6.3.4.2.5 ABS-related alerts are provided to CLEC at no additional charge.

6.3.4.3 Within six (6) months of approval of this Agreement by the Commission, SBC-AMERITECH will provide CLEC with a direct, near real time,

electronic transmission of LIDB requests for Alternatively Billed Services (Collect and/or Billed to Third Party calls billed to CLEC customers) in the same manner SBC-AMERITECH does so for itself.

6.3.5 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC-AMERITECH.

6.4 Law Enforcement Interface.

6.4.1 SBC-AMERITECH will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on SBC-AMERITECH facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and SBC-AMERITECH. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through SBC-AMERITECH-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-AMERITECH Central Office by an SBC-AMERITECH-owned cable using customer's premise equipment connected to that cable. At the SBC-AMERITECH Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.

6.4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on SBC-AMERITECH facilities, SBC-AMERITECH shall advise the requesting law enforcement agency to name both CLEC and SBC-AMERITECH in the court order and serve both carriers. SBC-AMERITECH shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify CLEC directly of the law enforcement agency request within one (1) business day of receiving the request. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information,

each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

6.4.4 SBC-AMERITECH and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an CLEC Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, SBC-AMERITECH shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an CLEC Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide the issuing authority with the requested data. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices.

6.4.4.3 Emergencies. If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

6.4.5 Annoyance Calls. SBC-AMERITECH agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to the CLEC customer where SBC-AMERITECH's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the

annoyance/harassing call(s) to the CLEC customer. The SBC-AMERITECH Annoyance Call Bureau will handle requests received from CLEC personnel on behalf of CLEC customers. SBC-AMERITECH will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service SBC-AMERITECH provides its own customers.

6.4.6 CALEA. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act of 1994 **("CALEA")** as amended, including any final orders of the FCC, or final regulations promulgated by the Federal Bureau of Investigation, Department of Justice, or any other federal agency pursuant to CALEA.

6.4.6.1 The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA.

6.4.6.2 Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

6.4.7 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, SBC-AMERITECH shall provide soft dial tone to CLEC for the use of its customers.

ARTICLE V
TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.0 Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2).

5.1 Scope of Traffic. **Article V** prescribes parameters for certain trunk groups (**"Access Toll Connecting Trunks"**) to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and 8YY traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 CLEC shall establish Access Toll Connecting Trunks in GR-394-Core format by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to CLEC's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of (Feature Group B and D) Exchange Access and 800/888 traffic to allow each Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that CLEC utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch SBC-AMERITECH utilizes to provide Exchange Access in such LATA. The Access Toll Connecting Trunks may, at CLEC's election, be 64 Kb Clear Channel trunks or 56Kb trunks. The parties agree that this Agreement does not limit CLEC from requesting other bandwidth levels or trunking parameters and SBC-AMERITECH agrees that its acceptance of such a request will not be unreasonably withheld.

5.2.4 In each LATA where the parties are interconnected, each CLEC Switch Center in that LATA shall subtend an SBC-AMERITECH access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

5.3 8YY Interconnection in SBC-AMERITECH only.

5.3.1 Trunk Ordering and Provisioning.

5.3.1.1 CLEC may order from SBC-AMERITECH and SBC-AMERITECH shall provide the trunking arrangements described in this **Section 5.3** so that

CLEC's Digital Link customers may place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than CLEC and multi-carrier 8YY calls.

5.3.1.2 CLEC may order from SBC-AMERITECH and SBC-AMERITECH shall provision, separate 64 Kb Clear Channel trunk groups and will be in addition to any existing trunk groups currently in place between the Parties. All trunk groups shall be designated TCT groups.

5.3.1.3 CLEC and SBC-AMERITECH agree that CLEC may serve any CLEC customer using any CLEC Switch Center, including an CLEC Switch Center that is not physically located in the LATA where the CLEC customer and the SBC-AMERITECH Tandem are located.

5.3.2 8YY Interconnection Arrangement A.

5.3.2.1 Under 8YY Interconnection Arrangement A, CLEC shall submit and SBC-AMERITECH shall accept an ASR for a separate 64 Kb Clear Channel Access TCT group dedicated to the transmission and routing of non-translated (i.e., "undipped") 8YY traffic from an CLEC 4ESS® end office switch to an SBC-AMERITECH access Tandem.

5.3.2.2 If the CLEC 4ESS® switch providing dialtone to the CLEC customer is located in the same LATA as the SBC-AMERITECH Tandem, the TCT trunk group will connect the 4ESS® switch to the SBC-AMERITECH Tandem in the LATA.

5.3.2.3 If the CLEC 4ESS® switch providing dialtone to the CLEC customer is not located in the same LATA as the originating CLEC customer and the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating CLEC customer and the serving SBC-AMERITECH Tandem are located.

5.3.2.4 SBC-AMERITECH and CLEC agree to jointly engineer the Access TCTs such that they shall be one-way trunks and shall be used solely for the transmission and routing of non-translated 8YY traffic to allow CLEC's Customers located in a LATA to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem located in the same LATA.

5.3.2.5 The following requirements, including those relating to Billing, Signaling, Recording, and Provisioning, shall apply to all trunking arrangements provisioned under this subsection relating to 8YY Interconnection Arrangement A:

(a) SBC-AMERITECH shall provide and/or produce an 110125 Record for each call sent over the 8YY trunk group if the ANI or

CPN belongs to CLEC or an CLEC End User. In return, CLEC shall send an 1150 Summary Record back to SBC-AMERITECH to allow SBC-AMERITECH to produce the appropriate billing to the appropriate 8YY carrier.

(b) Subject to subsection (c) of this **Section 5.3.2.5**, the determination of the originating carrier of the 8YY call should be done using the Jurisdictional Information Parameter (**"JIP"**) to insure the accuracy of billing records.

(c) SBC-AMERITECH will deploy the necessary upgrades to its switches and other associated systems to incorporate the JIP within the same scheduled time frame as its Southwestern Bell Telephone Company Affiliates generally deploy such upgrades and systems to incorporate the JIP.

(d) CLEC and SBC-AMERITECH will follow customary industry standards on billing for access services as defined in the appropriate tariffs and/or contracts.

5.3.3 8YY Interconnection Arrangement B

5.3.3.1 Under 8YY Interconnection Arrangement B, CLEC shall submit and SBC-AMERITECH shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to SBC-AMERITECH from an CLEC or CLEC affiliate Switch Center (such as an 5ESS® or equivalent switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database.

5.3.3.2 If the CLEC Switch is located in the same LATA as the serving SBC-AMERITECH Tandem, the existing two-way TCT trunk group will connect the CLEC End Office Switch to the serving SBC-AMERITECH Tandem, or, in the case of a new interconnection, the two-way TCT trunks provisioned during the initial network turn-up would be used.

5.3.3.3 If the CLEC Switch Center performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating CLEC customer and the serving SBC-AMERITECH Tandem are located.

5.3.3.4 SBC-AMERITECH and CLEC agree to jointly engineer the 8YY Interconnection Arrangement B trunk groups to be used solely for the transmission and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY traffic) to allow CLEC's Customers to connect to or be connected to

the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem.

5.3.3.5 The 8YY Interconnection Arrangement B trunk groups shall be jointly engineered as follows:

(1) CLEC may elect (at its sole discretion) to send its customers' originating non-translated 8YY calls to an CLEC Switch Center that is located outside the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will provision one-way trunk groups between a POI in the LATA in which the CLEC customer is located and the SBC-AMERITECH Tandem switch in that LATA to allow these calls to be routed to those interexchange carriers connected to the SBC-AMERITECH Tandem switch.

(2) Alternatively, CLEC may elect (at its sole discretion) to send its customers' non-translated 8YY calls to an CLEC Switch Center that is located within the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the parties will use the existing two-way 64 Kb TCT trunk groups between the CLEC Switch Center performing the necessary Switching Service Point functions and queries to an Industry Toll-Free Database and the SBC-AMERITECH Tandem to allow these calls to be routed to those interexchange carriers connected to the SBC-AMERITECH Tandem switch.

5.4 InterLATA (Meet Point) Trunk Group.

5.4.1 InterLATA traffic shall be transported between CLEC Switch Center and the SBC-AMERITECH Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between SBC-AMERITECH's or CLEC's End Users and inter exchange carriers via an CLEC switch or SBC-AMERITECH Access Tandem, as the case may be.

5.4.2 When SBC-AMERITECH has more than one Access Tandem in a LATA, CLEC shall establish an InterLATA trunk group to each SBC-AMERITECH Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.3 CLEC will home its NPA-NXXs to the Access Tandem that serves the LATA for the V&H coordinate assigned to the NXX.

5.4.4 If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.5 SBC-AMERITECH will not block switched access customer traffic delivered to any SBC-AMERITECH Tandem for completion on CLEC's network. SBC-AMERITECH shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. SBC-AMERITECH also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with SBC-AMERITECH's Access Tandem(s).

5.5 Signaling.

5.5.1 The Parties will exchange SS7 signaling messages with one another, where and as available, to handle meet point billing traffic and transit traffic.

5.5.2 The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information (**"OLI"**).

5.5.3 For terminating FGD, each Party will pass any CPN it receives from other carriers.

5.5.4 All privacy indicators will be honored.

5.5.5 Where available, network signaling information such as Transit Network Selection (**"TNS"**) parameter (SS7 environment) will be provided by the Originating Party whenever such information is needed for call routing or billing. Where TNS information has not been provided by the Originating Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (**"OBF"**) adopted guidelines pertaining to TNS codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group. The Parties will cooperate to establish separate choke trunk groups for the completion of calls such as radio contest lines, etc., unless this is determined to be unnecessary by both parties because they have implemented "Call Gapping" software, or other call control measures. When completing a new interconnection in an existing LATA or a new interconnection in a new LATA, CLEC will establish a SS7 based choke trunk group if SBC-AMERITECH has a Choke NPA in that LATA.

ARTICLE IV
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.0 Transmission and Routing of Telephone Exchange Service.

4.1 Scope of Traffic. **Article IV** prescribes parameters for trunk groups (the **"Local/IntraLATA Trunks"**) to be effected over the Interconnections specified in **Article III** for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

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

4.3.1 Each Party shall provision and maintain their own one (1)-way trunks to deliver calls originating on their own network and routed to the other Party's network. SBC-AMERITECH will be responsible for providing all transport from its customers to the CLEC switching center. CLEC will be responsible for costs of trunking and transport from its customers to SBC-AMERITECH end offices. If CLEC establishes direct connections to SBC-AMERITECH end offices, the charges it must pay SBC-AMERITECH will reflect that arrangement. If CLEC interconnects at the tandem and uses one or more SBC-AMERITECH transport offerings to reach SBC-AMERITECH end offices, the charges will be calculated according to the offerings used.

4.3.2 A one-way trunk group for ancillary services (e.g. OS/DA, mass calling, 911) can be established between an CLEC Switch Center and an SBC-AMERITECH Tandem. This trunk group will utilize Signaling System 7 (**"SS7"**) or multi-frequency (**"MF"**) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to SBC-AMERITECH (CLEC originating).

4.3.3 Notwithstanding anything to the contrary contained in this **Article IV**, if the traffic volumes between any SBC-AMERITECH End Office and CLEC Switch Center at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

4.3.4 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office. The source for the routing

information for all traffic, including miscellaneous calls (e.g., time, weather, 976), shall be the LERG, unless otherwise agreed to between the Parties.

4.3.5 SBC-AMERITECH will provide the facilities between each SBC-AMERITECH Tandem Switch and the SBC-AMERITECH End Office(s) sub-tending that Tandem Switch. SBC-AMERITECH shall ensure that each Tandem Switch permits the completion of traffic to all End Offices that sub-tend that Tandem Switch.

4.3.6 [Intentionally Omitted].

4.3.7 [Intentionally Omitted].

4.3.8 SBC-AMERITECH deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-AMERITECH deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.3.9 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-AMERITECH Tandems on the trunk groups defined in this **Article IV**. SBC-AMERITECH shall route appropriate traffic to CLEC switches on the trunk groups defined in this **Article IV**.

4.3.10 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party or will initiate a joint planning discussion:

4.3.10.1 Within twenty (20) business days after receipt of the TGSR or

4.3.10.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process, the intervals used for the provisioning process will be the same as those used for SBC-AMERITECH's Switched Access service.

4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (**"ASR"**). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH where one-way trunks are used (as discussed in **Section 4.3.1**), SBC-AMERITECH will issue ASRs for trunk groups for traffic that originates in SBC-AMERITECH and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.12 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (**"TGSR"**) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (**"ATIS"**) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

4.3.13 In a blocking final situation, a TGSR will be issued by either Party when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR. The Party issuing the ASR will note "Service Affecting" on the ASR.

4.3.14 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where underutilization of interconnection trunks and facilities exists will be handled in the following manner:

4.3.14.1 If a trunk group is under seventy five percent (75%) of CCS capacity on a monthly average basis, for any consecutive one-hundred thirty five (135) day period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

4.3.14.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR

4.3.14.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

4.3.14.4 If SBC-AMERITECH does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-AMERITECH will contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational and after appropriate escalation under **Section 28.3.2**, SBC-AMERITECH will issue an ASR to resize the Interconnection trunks and facilities.

4.3.15 Projects require the coordination and execution of multiple orders or related activities between and among SBC-AMERITECH and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Orders that comprise a Project, i.e., greater than sixteen (16) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

4.3.16 Due dates for the installation of Local Interconnection Trunks covered by this Article shall be based on each of the SBC-AMERITECH's intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection service arrangement trunk(s) by the due date, CLEC will provide SBC-AMERITECH with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If CLEC requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by CLEC. Should CLEC fail to cancel such ASR within ten (10) days after notice to the Party specified in **Section 28.3.2**, SBC-AMERITECH shall treat that ASR as though it had been canceled.

4.3.17 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.18 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (**"NDM"**) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

4.4 Tandem Trunking And Direct End Office Trunking.

4.4.1. SBC-AMERITECH deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic

(local/Access Tandem). In addition SBC-AMERITECH deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.4.2 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-AMERITECH Tandems on the trunk groups defined below. SBC-AMERITECH shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.4.3 While the Parties agree that it is the responsibility of CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-AMERITECH acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which either Party has entered into an arrangement with the third-party carrier to exchange transit traffic to CLEC, SBC-AMERITECH will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4.4 Trunk Configuration.

4.4.4.1 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 Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5. Trunk Groups.

4.5.1 The following trunk groups shall used to exchange various types of traffic between CLEC and SBC-AMERITECH.

4.5.1.1 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.

4.5.2 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

4.5.2.1 Tandem Trunking - Single Tandem LATAs

4.5.2.1.1 Where SBC-AMERITECH has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be one-way and will utilize Signaling System 7 (SS7) signaling.

4.5.2.2 Tandem Trunking – Multiple Tandem LATAs

4.5.2.2.1 Where SBC-AMERITECH has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every SBC-AMERITECH Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

4.6 Signaling.

4.6.1 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (**"OLI"**). For terminating FGD, SBC-AMERITECH will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (**"TNS"**) parameter, carrier identification codes (**"CIC"**) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

4.6.2 Signaling Interconnection may be used for signaling between CLEC switches, between CLEC switches and SBC-AMERITECH switches, and between CLEC switches and those third party networks with which SBC-AMERITECH's SS7 network is interconnected. SBC-AMERITECH's Common Channel Signaling Access Service (**"CCSAS"**) allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path. The transport portion of CCSAS commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between CLEC Signaling Point of Interconnection (**"SPOI"**) at the STP and SBC-AMERITECH's Signaling Transfer Point (**"STP"**). The network termination point where the connection takes place is called the STP port termination.

4.6.3 Where available, Common Control Signaling or Common Channel Interoffice Signaling (**"CCS/CCIS"**) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks to handle local traffic and toll traffic. Each Party shall supply Calling Party Number (**"CPN"**) within the SS7 signaling message, if available. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth in the **Pricing Schedule**.

4.6.4 If CCS/CCIS is unavailable, Multi-Frequency (**"MF"**) wink start signaling shall be used by the Parties. Each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification (**"ANI"**) where available. Each Party shall charge the other Party equal and reciprocal rates for CCS/CCIS or MF signaling at the rates set forth in the **Pricing Schedule**.

4.6.5 Each Party is responsible for requesting Interconnection to the other Party's CCS/CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs 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. Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing. Testing of SS7 interconnection shall include completion of all tests described in CCS/CCIS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan (**"IITP"**).

4.6.6 When the Parties establish new links subject to the terms and conditions of this **Section 4.6**, each Party shall provide its own STP port termination(s), each Party is responsible for all facility maintenance and provisioning on its side of the SPOI, and each Party shall charge the other Party for the signaling links as follows:

4.6.6.1 Where the SPOI for the signaling link is at a Mid Point Meet, there shall be no compensation between the Parties for the signaling link facilities used.

4.6.6.2 Where the SPOI for the signaling link facilities is located at the SBC-AMERITECH Wire Center where the signaling link facilities terminate and CLEC has furnished the interconnection facility, SBC-AMERITECH will pay a monthly charge equal to one half of CLEC provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.6.6.3 Where the SPOI for the signaling link facilities is located at the CLEC Switch Center where the signaling link facilities terminate and SBC-AMERITECH has furnished the interconnection facility. CLEC will pay a monthly charge equal to one half of the SBC-AMERITECH provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.6.7 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (**"TCAP"**) messages to facilitate interoperability of CCS/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 CCS/CCIS signaling parameters will be provided, including Calling Party Number (**"CPN"**), Originating Line Information (**"OLI"**), calling party category and

charge number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.6.8 Where either Party chooses 56 kbps transmission, the Parties agree to establish AMI line coding. Any AMI line coding will be superframe formatted. DS3 facilities will be provisioned with C-Bit parity.

4.6.9 CLEC's process for billing Signaling, Port and Message Usage is outlined below. For CCS/CCIS network usage dedicated to network Interconnection, CLEC will apply its tariffed monthly recurring and non-recurring rates for Ports and Links used by SBC-AMERITECH as well as a per message CCS/CCIS call set-up charge. CLEC will bill SBC-AMERITECH a per-signaling message charge applied to each inbound call attempt. (See example below) This usage bill will be based on Initial Address Messages (**"IAM"**). Transaction Capabilities Application Part (**"TCAP"**) messages are not part of CLEC's current service offering. If, in the future, CLEC requires TCAP messages to be exchanged, the Parties will negotiate appropriate rates.

Example:

TOTAL # CALL ATTEMPTS X IAM PER MESSAGE = SS7 USAGE BILL

4.7 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with this Agreement and the trunking plans agreed to by the Parties.

4.8 Trunk Design Blocking Criteria. Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in **Table 1**. Trunk requirements shall be based upon time consistent average busy season, busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%

Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

4.9 Measurement and Billing.

4.9.1 For billing purposes, each Party shall pass original and true Calling Party Number (**"CPN"**) information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

4.9.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.9.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (**"MOU"**) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.9.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

4.9.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.9.6 Where the Parties are performing a transiting function as defined in **Article VII, Section 7.3**, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4.9.7 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-AMERITECH, SBC-AMERITECH will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminated MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

4.9.8 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a Percent Local Usage (PLU) report.

4.9.8.1 PLU is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

4.9.8.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

4.10 Reciprocal Compensation

4.10.1 Reciprocal compensation applies for transport and termination of Local Traffic billable by SBC-AMERITECH or CLEC which a Telephone Exchange Service Customer originates on SBC-AMERITECH's or CLEC'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 rate provided in the **Pricing Schedule**. Such traffic shall be recorded and transmitted to CLEC in accordance with **Article XXVII** (Billing) of this Agreement.

4.10.2 Except as provided in Section 4.10.4, below, the Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for all Local Traffic. For purposes of the reciprocal compensation provision of this Agreement, "Local Traffic" has the same meaning as the term Local Traffic/Local Call defined in **Schedule 1.2**. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate set forth in the **Pricing Schedule**.

4.10.3 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with **Section 4.9.4**, will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.10.4 (a) Reciprocal compensation applies for transport and termination of Local Calls, as defined in **Schedule 1.2**.

4.10.4 (b) Currently, calls originated over UNEs in areas served by SBC-AMERITECH, are not subject to reciprocal compensation since the UNE origination rates for unbundled local switching reflect and include the costs of call termination. Upon completion of SBC-AMERITECH's development of a long term shared transport product, compensation for calls originated over UNEs in Wisconsin will be handled as described in **Section 4.10.4(a)**. SBC-AMERITECH will complete the development of a long-term shared transport product by no later than October 8, 2000, and it will be made available to CLEC via amendment to this Agreement.

4.10.5 The compensation arrangements set forth in this Article are not applicable to: (i) Switched Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. Reciprocal Compensation applies to Internet-bound traffic. Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

4.10.6 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.

4.10.7 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 **Article XIII** shall be as specified below. The Parties agree that under INP, the net terminating compensation on calls to INP numbers will be received by each End User's chosen local service provider as if each call to the End User had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the End User's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties will treat all ported calls as two separate call segments in the InterLATA and IntraLATA access billing and local interconnection settlement billing systems.

4.10.8 Calls delivered to or from numbers that are assigned to an exchange within the calling party's Local Service Area, as defined in the definition of "Local Traffic/Local Call" in **Schedule 1.2**, but where the receiving or calling party is physically located outside such Local Service Area to which the number is assigned, are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation, are not subject to local reciprocal compensation, and shall be treated in accordance with **Schedule 4.1** for compensation purposes.

4.10.9 Reciprocal Compensation applies to traffic terminated at either Party's end office switch. Traffic that is dialed on a seven digit basis, directed to a telephone number within the calling party's Local Service Area, and directed to an Internet

web site through an Internet Service Provider, is subject to reciprocal compensation as provided in this Section.

4.11 LOCAL TRAFFIC COMPENSATION: The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in the **Pricing Schedule**.

4.11.1 Tandem Office Switch Served Rate

4.11.1.1 Tandem Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at the Tandem Office Switch

4.11.1.2 The Tandem Office Switch served rate is comprised of the following rate elements:

4.11.1.2.1 Tandem Switching (compensation for the use of tandem switching functions) –
$ 0.000392 per MOU;
$ 0.000735 setup per Message.

4.11.1.2.2 Tandem transport (compensation for the transmission facilities between the local tandem and the end offices subtending that tandem. Applicable rates are:

a) Common Transport Termination –
$ 0.000058 per MOU;
$ 0.000110 setup per Message.

b) Common Transport Facility –
$ 0.000004 per MOU per Mile.
$ 0.000008 setup per Message.

4.11.2 End Office Switch Served Rate

4.11.2.1 The End Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.11.2.1.1 End Office Setup – $ 0.000505 per Message

4.11.2.1.2 End Office Duration – $ 0.000244 per MOU

ARTICLE III
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.0 Interconnection Pursuant to Section 251(c)(2).

3.1 Scope. **Article III** 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(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** 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.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA where the Parties interconnect, CLEC and SBC-AMERITECH agree to Interconnect their networks through existing and/or new Interconnection facilities between the SBC-AMERITECH End Office(s) and/or Tandem switches and CLEC Switch(es) for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection shall be accomplished at any technically feasible point within the Parties' networks through either: (i) Collocation in SBC-AMERITECH's Tandem and End Offices as provided in **Article XII**; (ii) any other Interconnection Method which is consistent with the Act, including a Fiber Meet and Leased Facilities. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, CLEC, at its option, may request Interconnection of its facilities and equipment to SBC-AMERITECH's network at any technically feasible point in SBC-AMERITECH's network, for a Telecommunications Service that SBC-AMERITECH offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.2.1 Physical Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or, at CLEC's option, End Office and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in **Article XII** or applicable state tariff.

3.2.2.2 Virtual Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or, at CLEC's option, End Office and wishes for SBC-AMERITECH to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in **Article XII** or

applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.2.2.3 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in **Sections 3.5** through **3.7** of this Agreement.

3.2.2.4 Fiber Meet Interconnection as described below.

3.2.2.5 Any other technically feasible Interconnection method which is consistent with the Act.

3.2.3 As provided in Section 251(c)(2) of the Act, CLEC, at its option, may request Interconnection of its facilities and equipment to SBC-AMERITECH's network at any technically feasible point in SBC-AMERITECH's network, at any transmission rate for a Telecommunications Service that SBC-AMERITECH offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.4 Each Party shall: (i) provide trained personnel with adequate and compatible test equipment to work with each other's technicians; (ii) provide maintenance and provisioning for their respective sides of the demarcation point; and (iii) notify each other when there is any change affecting the service requested, including the due date.

3.2.5 At least one POI must be established within the LATA where SBC-AMERITECH operates as an incumbent LEC and CLEC has a switch and End Users in that LATA. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Article. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).

3.2.6 [Intentionally omitted].

3.2.7 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from each CLEC Switch Center in the LATA to each SBC-AMERITECH combined local and Access Tandem or local Tandem, where CLEC originates or terminates local and/or toll traffic with SBC-AMERITECH.

3.2.8 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. SBC-AMERITECH may allow, solely at its discretion, CLEC to use jointly provided Interconnection facilities to carry service traffic of this type.

3.3 CLEC Methods of Interconnection. In addition to Collocation in SBC-AMERITECH's Switch Center or Fiber Meet as currently provided for in the Agreement, CLEC may interconnect with SBC-AMERITECH for purposes of delivering Local Traffic

and IntraLATA Toll Traffic originating in CLEC's network for termination on SBC-AMERITECH's network by using the method of Interconnection described below:

3.3.1 Under this method of Interconnection, CLEC will transport Local Traffic and IntraLATA Toll Traffic to SBC-AMERITECH's Tandem Offices by using trunks (i.e., DS1's) on existing DS3 access facilities between CLEC's Switch Center POIs and the SBC-AMERITECH Tandem Office POI. Such facilities may be provided by SBC-AMERITECH, CLEC, other vendors used by CLEC or SBC-AMERITECH, or a combination thereof.

3.3.2 If additional capacity is needed for Interconnection under this method, CLEC will provision such facilities: (i) from SBC-AMERITECH under its access tariff, (ii) from SBC-AMERITECH under **Article IX** of the Agreement, (iii) from CLEC's own facility inventory, or (iv) from an alternative access vendor.

3.3.3 CLEC may interconnect with SBC-AMERITECH at a DS1 bandwidth. SBC-AMERITECH may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. SBC-AMERITECH will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3.4 [Intentionally Omitted].

3.5 Leasing of Facilities – Both Parties.

3.5.1 SBC-AMERITECH offers leased facilities from the applicable Access Tariff.

3.5.2 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

3.5.3 In addition, either Party may lease facilities from the other Party upon mutual agreement. Leased facilities may be used as: (i) a permanent method of Interconnection, or (ii) an interim method of Interconnection if either Party does not have sufficient capacity on its transport equipment.

3.6 SBC-AMERITECH Leasing of Facilities from CLEC.

3.6.1 Where SBC-AMERITECH chooses to lease facilities from CLEC as the method of Interconnection, SBC-AMERITECH will transport traffic to the designated POI in CLEC's Switch Centers by using DS1 facilities furnished by CLEC. Such facilities will be used by SBC-AMERITECH solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in SBC-AMERITECH's network for termination on

CLEC's local network. The POI will be established pursuant to the requirements of **Section 3.2**.

3.6.1.1 If SBC-AMERITECH requests to lease CLEC provided facilities, CLEC will determine the availability of DS1 transport capacity between SBC-AMERITECH and CLEC in order to fulfill the Interconnection access request. If capacity is available, CLEC will notify SBC-AMERITECH and provide Connecting Facility Assignments (CFA). If DS1 capacity is not available from CLEC provided facilities, CLEC will notify SBC-AMERITECH that CLEC will not fulfill the Interconnection access request. CLEC will have no obligation to add facilities to meet SBC-AMERITECH request.

3.6.1.2 If SBC-AMERITECH leases facilities from CLEC, such facilities will be provided pursuant to CLEC's standard terms and conditions for that service, except that the rates specified in the **Pricing Schedule** shall supersede the corresponding rates in such standard terms and conditions.

3.6.1.3 The standard interval for CLEC provided facilities is thirty-three (33) Business Days from the date of receipt of SBC-AMERITECH's ASR. However, the initial request for Interconnection at an CLEC Switch Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

3.6.2 Where SBC-AMERITECH elects to Interconnect with CLEC via collocation in an CLEC Switch Center and does not have sufficient capacity on its transport equipment in the LEC Access Equipment Room in CLEC's Switch Center to meet the Interconnection traffic requirements, SBC-AMERITECH may use facilities leased from CLEC. CLEC will provide SBC-AMERITECH ninety (90) calendar days prior notice of its intent to begin accepting incoming traffic from SBC-AMERITECH. Interim facilities leased from CLEC will be provided by CLEC pursuant to the requirements of **Section 3.6.1**, subject to the following:

3.6.2.1 If SBC-AMERITECH elects to use CLEC provided DS1 facilities for an interim period, SBC-AMERITECH will pay CLEC the non-recurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

3.6.2.2 No discounts shall apply if the additional equipment that SBC-AMERITECH must install can be added to existing bays in the space.

3.6.2.3 If SBC-AMERITECH elects the addition of a new bay to complete Interconnection by Collocation, and CLEC gives SBC-AMERITECH less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by one sixtieth (1/60) of the monthly recurring charge for each day less than such ninety (90) calendar days of the notification of intent to accept incoming traffic. The discounted rate will only be applicable for a period of no longer than

one hundred and fifty (150) calendar days from the date CLEC informed SBC-AMERITECH of its intention to accept incoming traffic. At the one hundred and fifty first (151st) calendar day, the discounts will no longer apply. SBC-AMERITECH may use these facilities as a permanent method of Interconnection or to transition to physical Collocation as a method of Interconnection. If SBC-AMERITECH opts to transition to physical Collocation facilities, CLEC will waive additional non-recurring charges. If SBC-AMERITECH elects to keep leased facilities as a permanent method of Interconnection, CLEC will bill SBC-AMERITECH for, and SBC-AMERITECH will repay, the discounts that were applied in the interim period.

3.7 CLEC Leasing of Facilities from SBC-AMERITECH.

3.7.1 CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

3.7.2 Any request by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered by SBC-AMERITECH under the Bona Fide Request (**"BFR"**) Process set forth in **Section 2.2** of the Agreement.

3.8 Fiber-Meet.

3.8.1 Fiber Meet Interconnection between SBC-AMERITECH and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an SBC-AMERITECH Tandem or End Office within each LATA.

3.8.2 Where the Parties Interconnect their networks pursuant to a Fiber-meet, the Parties shall jointly engineer and operate a single transmission system. The transmission system shall be designed in a manner mutually agreed between the parties and consistent with this **Article III**. Only Interconnection trunks shall be provisioned over this facility.

3.8.3 The Parties shall, solely at their own expense, procure, install and maintain the agreed-upon Fiber Optic Terminal (**"FOT"**) equipment, multiplexing and fiber in each of their locations where the Parties establish a Fiber Meet for the purposes of interconnection, in capacity sufficient to provision and maintain all trunk groups prescribed by **Articles III** and **IV**.

3.8.4 There are currently four basic Fiber Meet design options. They are:

3.8.4.1 Design One: CLEC's fiber cable (four fibers) and SBC-AMERITECH's fiber cable (four fibers) are connected at a technically feasible point between CLEC and SBC-AMERITECH locations. This Interconnection point would be at

a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.8.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or SBC-AMERITECH designated) manhole at the SBC-AMERITECH Tandem or End Office switch. SBC-AMERITECH shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (**"OFR"**) cable for SBC-AMERITECH to pull the fiber cable through the SBC-AMERITECH cable vault and terminate on the SBC-AMERITECH fiber distribution frame (**"FDF"**) in SBC-AMERITECH's office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-AMERITECH shall take the fiber from the manhole and terminate it inside SBC-AMERITECH's office on the FDF at SBC-AMERITECH's expense. In this case the POI shall be at the SBC-AMERITECH designated manhole location.

3.8.4.3 Design Three: SBC-AMERITECH will provide fiber cable to the last entrance (or CLEC designated) manhole at CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable SBC-AMERITECH to deliver fiber optic facilities into that manhole. SBC-AMERITECH will provide a sufficient length of Optical Fire Resistant (**"OFR"**) cable for CLEC to run the fiber cable from the manhole and terminate on CLEC fiber distribution frame (**"FDF"**) in CLEC's location. SBC-AMERITECH shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at CLEC designated manhole location.

3.8.4.4 Design Four: Both CLEC and SBC-AMERITECH each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC-AMERITECH will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC-AMERITECH location.

3.8.5 Other design options that are technically feasible and consistent with the Act may be mutually agreed to by the parties. Where one party wishes to use an interface not described in this **Article III**, and the parties cannot reach agreement on that issue, the parties shall use the Alternative Dispute Resolution described in **Article XXVIII**.

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

3.8.7 For Fiber-Meet arrangements, each Party will be responsible for: (i) providing its own transport facilities to the Fiber Meet in accordance with the design mutually agreed to pursuant to **Section 3.8.2**, and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.8.8 Neither Party will be allowed to access the Data Communications Channel (**"DCC"**) of the other Party's Fiber Optic Terminal (**"FOT"**) equipment. The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.8.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing, or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above. CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC-AMERITECH. This location is CLEC's responsibility to provision and maintain.

3.8.10 CLEC and SBC-AMERITECH will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities. The SBC-AMERITECH location includes all SBC-AMERITECH FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is SBC-AMERITECH's responsibility to provision and maintain.

3.9 [Intentionally Omitted].

3.10 Interconnection in Additional LATAs.

3.10.1 If CLEC determines to offer Telephone Exchange Service within SBC-AMERITECH's service areas in any additional LATA, CLEC shall provide written notice to SBC-AMERITECH of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.10.2 The notice provided in **Section 3.10.1** shall include: (i) address of the initial CLEC Switch Center POI(s) CLEC has designated in the new LATA, (ii) CLEC's requested Interconnection Activation Date, and (iii) a non-binding forecast of CLEC's trunking requirements.

3.10.3 Unless otherwise agreed by the Parties, the Parties shall designate the CLEC Switch Center that CLEC has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the SBC-AMERITECH Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the SBC-AMERITECH Interconnection Wire Center AIWC in that LATA.

3.10.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred and thirty-five (135) calendar days. Unless otherwise agreed to by the Parties, the interconnection Activation Date in each new LATA or each new Interconnection Point within a LATA shall be the earlier of: (1) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation, or (2) the date that is one-hundred and thirty-five (135) calendar days after the date on which CLEC delivered notice to SBC-AMERITECH pursuant to **Section 3.10.1**. Within thirty (30) calendar days of SBC-AMERITECH's receipt of CLEC's notice, SBC-AMERITECH and CLEC shall confirm the AIWC, the ATIWC and the Interconnection Activation Date by mutually agreeing to a Trunk Plan. Notwithstanding the current average interval to establish Interconnection by Collocation, SBC-AMERITECH will make its best effort to meet CLEC's requested Interconnection Activation Date.

3.11 Additional Interconnection in Existing LATAs. If CLEC deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional SBC-AMERITECH Tandem Switches or, at CLEC's option, End Offices, CLEC shall be entitled, upon written notice thereof to SBC-AMERITECH, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH deploys additional switches in a LATA, after the Effective Date, or otherwise wishes to establish Interconnection with additional CLEC Switch Centers, SBC-AMERITECH shall be entitled, upon written notice thereof to CLEC, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH establishes an additional Tandem Switch or CLEC establishes an additional Switch Center in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk

group connections relating to Tandem Switches or Switch Centers that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

3.12 Nondiscriminatory Interconnection. Interconnection shall be equal in quality as provided in Section 251(c)(2)(C) of the Act and on rates, terms and conditions consistent with Section 251(c)(2)(D) of the Act. If CLEC requests an Interconnection that is of a different quality than that provided by SBC-AMERITECH to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.13 Network Management.

3.13.1 CLEC and SBC-AMERITECH shall work cooperatively to install and maintain a reliable network. CLEC and SBC-AMERITECH shall exchange 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.

3.13.2 CLEC and SBC-AMERITECH shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.13.3 CLEC and SBC-AMERITECH shall participate in a joint engineering review of Trunk Usage Report data every six (6) months to identify changes needed in the trunking that exists between CLEC Switch Centers and SBC-AMERITECH Tandem Switches with the objectives of: (1) minimizing blocking, (2) balancing trunk utilization, (3) identifying low trunk utilization, (4) identifying modifications to the existing trunk network to improve trunking efficiency.

3.13.4 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and SBC-AMERITECH will immediately notify each other of any protective control action planned or executed.

3.13.5 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 will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.13.6 CLEC and SBC-AMERITECH shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.13.7 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

3.14 911 Service.

3.14.1 911 Arrangements are arrangements for routing 911 calls from CLEC Customers to the appropriate Public Safety Answering Point (**"PSAP"**), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. SBC-AMERITECH shall provide 911 Arrangements to CLEC as described in this **Section 3.14** in each exchange in which: (i) CLEC is authorized to provide local exchange services, and (ii) SBC-AMERITECH is the 911 service provider. The provisions in this **Section 3.14** apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Service Resale shall be governed by provisions in **Article IX** (Access to Unbundled Network Elements) and **Article X** (Resale at Wholesale Rates) of this Agreement. In providing 911 Arrangements to CLEC, SBC-AMERITECH shall comply with all laws, rules and regulations concerning emergency services.

3.14.2 Service and Facilities Provided.

(a) SBC-AMERITECH will provide CLEC with multiplexing at a designated SBC-AMERITECH Central Office at the rates set forth in the **Pricing Schedule** and pursuant to the terms and conditions in applicable tariffs. SBC-AMERITECH will also provide CLEC upon request with dedicated trunking from the SBC-AMERITECH Central Office to the designated SBC-AMERITECH Control Office(s) with sufficient capacity to route CLEC's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the **Pricing Schedule** or applicable state tariff. If CLEC forwards the ANI information of the calling party to the Control Office, SBC-AMERITECH will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, SBC-AMERITECH will display a Central Office identification code for display at the PSAP.

(b) CLEC will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from CLEC's End Office(s) to the SBC-AMERITECH Central Office(s). The points of Interconnection for primary and diverse routes are identified at **Section 3.14.5**. CLEC may, at its option, acquire such trunking from SBC-AMERITECH at rates, terms and conditions provided in SBC-AMERITECH's tariffs.

(c) SBC-AMERITECH shall assure sufficient capacity at the 911 tandem or selective router to meet CLEC's requests for interconnection within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem shall be established to provide path and route diversity when technically feasible.

(d) SBC-AMERITECH shall provide the following information to CLEC, and shall promptly notify CLEC of any changes:

(1) SBC-AMERITECH processes and requirements for ordering trunks for 911 service and interconnection to the 911 tandem or selective router.

(2) Trunk group specifications.

(3) E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

(4) Description of SBC-AMERITECH's diversity for facility routing, where technically feasible.

(5) Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

(6) For SBC-AMERITECH only, the SBC-AMERITECH Trunk Group Design Guide (**"TGDG"**) will be provided to CLEC. The TGDG will provide specific information on SBC-AMERITECH Selective Routers for each rate center/NPA-NXX to assist CLEC in designing its 911 trunk groups.

(7) Lists of rate centers in which DMS Management and selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the SBC-AMERITECH TGDG.

(8) ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow CLEC to provide services to its own End Users equivalent to the ALI services provided by SBC-AMERITECH for its End Users.

(e) SBC-AMERITECH shall route E911 calls delivered by CLEC to SBC-AMERITECH's 911 tandems or selective routers to PSAPs. SBC-AMERITECH shall provide to the PSAPs and validate CLEC Customer information from the ALI/ANI database.

(f) SBC-AMERITECH will provide to CLEC a complete copy of the Master Street Address Guide (**"MSAG"**) that will specify valid address ranges for Customers within the Exchange Areas served by CLEC. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and SBC-AMERITECH shall provide electronic updates monthly. SBC-AMERITECH shall cooperate with CLEC to ensure the accuracy of information about CLEC Customers in the MSAG and shall assist in resolving any errors. SBC-AMERITECH shall notify PSAPs of any errors in the MSAG concerning CLEC Customers. The MSAG will be provided by exchange rate center or community upon request.

(g) SBC-AMERITECH will coordinate access to the SBC-AMERITECH ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:

(1) SBC-AMERITECH provided format requirements and a delivery address for CLEC to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC-AMERITECH shall confirm receipt of this data as described in **Section 3.14.2(n)**;

(2) Coordination of error resolution involving entry and update activity;

(3) Provisioning of specific 911 routing information on each access line;

(4) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 911 call.

(h) SBC-AMERITECH shall provide an electronic interface to the ALI/DMS database, through which CLEC or its agent may provide a daily update of CLEC Customer Information. SBC-AMERITECH shall provide CLEC with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC-

AMERITECH shall provide error reports from the ALI/DMS database to CLEC within one (1) business day after CLEC or its agent enters information into the ALI/DMS database.

(i) If an electronic interface to the ALI/DMS database is not available, SBC-AMERITECH shall establish interim processes and procedures to receive and process CLEC Customer information within one (1) business day.

(j) SBC-AMERITECH shall provide CLEC query access to the ALI/DMS database to verify the accuracy of CLEC Customer information.

(k) CLEC shall pay SBC-AMERITECH charges as set forth in the **Pricing Schedule** or in the applicable state tariff in states where 911 tariffs exist.

(l) In the event of an SBC-AMERITECH or CLEC 911 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 911 Service between the Parties.

(m) SBC-AMERITECH will provide the order number and circuit identification code in advance of the service due date.

(n) CLEC or its third party agent will provide Automatic Location Identification (ALI) data to SBC-AMERITECH for use in entering the data into the 911 database. The initial ALI data will be provided to SBC-AMERITECH in a format prescribed by SBC-AMERITECH. CLEC is responsible for providing SBC-AMERITECH updates to the ALI data and error corrections that may occur during the entry of ALI data to the SBC-AMERITECH 911 Database System. CLEC shall reimburse SBC-AMERITECH for any additional database charges incurred by SBC-AMERITECH for errors in ALI data updates caused by CLEC or its third party agent. SBC-AMERITECH will confirm receipt of such data and corrections by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.

(o) CLEC will monitor the 911 circuits for the purpose of determining originating network traffic volumes. CLEC will notify SBC-AMERITECH if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

(p) Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.

3.14.3 Compensation. In addition to the amounts specified in **Section 3.14.2**, CLEC shall compensate SBC-AMERITECH as set forth in the **Pricing Schedule** or based upon tariff pricing in States where 911 tariffs have been filed.

3.14.4 Additional Limitations of Liability Applicable to E911/911 Service.

(a) SBC-AMERITECH is not liable for the accuracy and content of ALI data that CLEC delivers to SBC-AMERITECH. CLEC is responsible for maintaining the accuracy and content of that data as delivered.

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

3.14.5 911 Interconnection for Primary and Diverse Routes. CLEC's point of Interconnection for E911/911 Service can be at the SBC-AMERITECH Central Office, a Collocation point, or via a facility provisioned directly to the SBC-AMERITECH 911 Selective Router. CLEC shall pay tariff charges for Diverse routes. CLEC will be responsible for determining the proper quantity of trunks from its End Office(s) to the SBC-AMERITECH Central Office(s). Trunks between the SBC-AMERITECH Central Office and the SBC-AMERITECH Control Office shall be delivered by SBC-AMERITECH within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, CLEC and SBC-AMERITECH will cooperate to promptly test all transport facilities between CLEC's network and the SBC-AMERITECH Control Office to assure proper functioning of the 911 service. CLEC will not turn-up live 911 traffic until successful testing is completed by both parties.

3.14.6 SBC-AMERITECH will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where CLEC provides facility based local exchange service.

3.14.7 CLEC will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, CLEC shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. CLEC is responsible for requesting facilities routed diversely for 911 interconnection.

3.14.8 CLEC will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-AMERITECH 911 Selective Router Office(s).

3.14.9 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.

3.14.10 CLEC will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (e.g. collocation). SBC-AMERITECH will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). CLEC is responsible for advising SBC-AMERITECH of the circuit identification when notifying SBC-AMERITECH of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-AMERITECH will refer network trouble to CLEC if no defect is found in SBC-AMERITECH's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

3.14.11 Once E911 trunking has been established and tested between CLEC's End Office and appropriate SR, CLEC or its representatives shall be responsible for providing CLEC database records to SBC-AMERITECH for inclusion in SBC-AMERITECH's DBMS on a timely basis. SBC-AMERITECH and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC End Users.

3.14.12 CLEC or its third party agent shall provide initial and ongoing updates of customer 911 records (i.e., telephone numbers, addresses, etc.) in electronic format based upon established NENA industry standards.

3.14.13 CLEC shall adopt use of a Company ID in accordance with NENA standards on all CLEC database records. The Company ID will be used to identify the carrier of record in facility configurations. CLEC data shall be validated against the MSAG via the DBMS.

3.14.14 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new NPA/NXXs.

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to SBC-AMERITECH's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding **"Interconnection Activation Date"** shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Article III, Section 3.10.4**. Trunking plans exchanged by the Parties may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers.

2.2 Bona Fide Request. Any request by CLEC for certain services, including features, capabilities, functionality, access to additional or new Network Elements on an unbundled basis or Combinations that are not otherwise provided by the terms of this Agreement or by order or rule of the Commission at the time of such request shall be made pursuant to the Bona Fide Request process set forth in **Schedule 2.2**.

2.3 Technical References. Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the **"Technical Reference Schedule"**) to assist the Parties in meeting their respective responsibilities hereunder.

Subject to **Section 29.3** of **Article XXIX**, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC-AMERITECH Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, (collectively, a "Referenced Instrument"), it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements addenda, or successors) of each Referenced Instrument that is in effect as of the effective date of this Agreement, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such Referenced Instrument at such time. If a dispute about interpretation arises, the parties shall submit the matter for resolution pursuant to **Section 28.3** of this Agreement.

2.4 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to SBC-AMERITECH of all

applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.0 Definition and Construction.

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement.

1.3 Interpretation.

(a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **"include," "includes"** and **"including"** shall be deemed to be followed by the phrase **"without limitation"**. The words **"shall"** and **"will"** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

(b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

(c) The headings of the Articles, Sections, Exhibits, Appendices and Schedules 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.

(d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including SBC-AMERITECH, CLEC 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).

(e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

(f) Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

1.4 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.

1.5 Regional Matters.

(a) CLEC has a regional administrative structure in which its central region (**"Region"**) comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which SBC-AMERITECH Wisconsin and its Affiliates conduct business operations and in which SBC-AMERITECH Wisconsin and certain of its Affiliates are Incumbent Local Exchange Carriers. SBC-AMERITECH Wisconsin and Lucre, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.

(b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the **"Regional Interconnection Agreements"**) so that the following are accomplished:

(1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Joint Operational Team (as hereinafter defined) to develop operational plans which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Joint Operational Team shall be held in Chicago, Illinois; and

(2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

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ENTIRE AGREEMENT
SIGNATURES

AMENDMENT NO._____
to the

INTERCONNECTION AGREEMENT

by and between

WISCONSIN BELL TELEPHONE COMPANY
d/b/a SBC WISCONSIN

AND

AT&T COMMUNICATIONS OF WISCONSIN, INC.

The Interconnection Agreement, which became effective on July 9, 2002 ("the Agreement"), by and between Wisconsin Bell Telephone Company d/b/a SBC Wisconsin ("SBC Wisconsin") and AT&T Communications of Wisconsin, Inc. ("AT&T"), is hereby amended as follows:

1. Sections 5.4.1, 5.4.2 and 5.4.3 of Article 5: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), are replaced by the following language:

   5.4.1 InterLATA traffic shall be transported between AT&T Switch Center and the SBC-AMERITECH Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between AT&T's End Users and inter exchange carriers via an AT&T switch or SBC-AMERITECH Access Tandem, as the case may be.

   5.4.2 When SBC-AMERITECH has more than one Access Tandem in a local exchange area or LATA, AT&T shall establish a Meet Point Trunk Group to one or more of SBC-Ameritech Access Tandems according to where AT&T has homed its NXX code(s). If the Access Tandems are in two different states, AT&T shall home its codes on tandems in the respective states. In all events codes shall be homed on at least one tandem within the LATA. AT&T will work with SBC tandem planning for NXX homing changes that may change tandem traffic volumes.

5.4.3 Should a tandem reach an exhaust condition such that traffic blocking becomes a possibility, AT&T shall work with SBC in rehoming codes to help alleviate the exhaust condition.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

4. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and AT&T, signing by and through its duly authorized representative.

AT&T Communications of Wisconsin, Inc.

By:_____

Title: _____

Name: _____
(Print or Type)

Date:_____

***Wisconsin Bell Telephone Company d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**

By:_____

Title: President - Industry Markets

Name: _____
(Print or Type)

Date:_____

* By entering into this Amendment, SBC Wisconsin does not waive any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*. 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, SBC Wisconsin fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, SBC Wisconsin reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement as set forth therein and specifically, in the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise renders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act. SBC Wisconsin also reserves the right to adopt on a date specified by SBC Wisconsin, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.