

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.