

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 Sunsetting 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 (“**EIF**”) 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.