

EXECUTION ORIGINAL

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

Dated as of January_____, 2001¹

by and between

AMERITECH WISCONSIN

and

TALLGRASS COMMUNICATIONS, INC.

¹/See footnotes on signature page

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is dated as of the January _____, 2001 (the “**Effective Date**”), by and between Ameritech Wisconsin, a Wisconsin corporation with offices at 722 N. Broadway, Milwaukee, Wisconsin 53202, (“**Ameritech**”) and TallGrass Communications, Inc., a Delaware corporation, with offices at 1 South 450 Summit Avenue, Oakbrook Terrace, Illinois 60181 (“**Requesting Carrier**”).

RECITALS

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

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

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have 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 desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. 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.

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

ARTICLE I DEFINITIONS AND CONSTRUCTION

I.1 Structure. This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

I.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.

I.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 recitals and the headings of the Articles, Sections, Exhibits 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, and subject to Section 28.3, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier 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. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any

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term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

I.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.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

II.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, (i) 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 to and from their respective Customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the respective "**Interconnection Activation Date**" shown for each corresponding LATA and Central Office set forth on Schedule 2.1. The Parties shall identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.3. An Interconnection Activation Date, once established, may not be modified except upon the mutual agreement of the Parties. Schedule 2.1 may be revised and supplemented from time to time, upon the mutual agreement of the Parties to revise an Interconnection Activation Date(s) and to reflect additional Interconnection Activation Dates.

II.2 Bona Fide Request. Any request by Requesting Carrier for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

II.3 Technical References. Technical References that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "**Technical Reference Schedule**").

II.4 Cessation of Obligations. Notwithstanding anything to the contrary contained herein, Ameritech's obligations under this Agreement shall apply only to the (i) specific operating area(s) or portion thereof in which Ameritech is then deemed to be the "ILEC" under the Act (the "**ILEC Territory**") and (ii) assets that Ameritech owns or leases and which are used in connection with Ameritech's provision to Requesting Carrier of any 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**"). If

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during the Term Ameritech sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, Ameritech shall provide Requesting Carrier not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Requesting Carrier acknowledges that Ameritech shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer and that Requesting Carrier must establish its own Section 251/252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

III.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 Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and Logical 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. Except with respect to Transit Service, neither Party shall use its facilities and equipment established pursuant to this Agreement to originate and/or transmit and route CMRS traffic.

III.2 Interconnection Points and Methods, and Interconnection Activation Dates.

III.2.1 In each LATA identified on Schedule 2.1, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Central Office(s) on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Requesting Carrier's point of Interconnection must be in an Ameritech local service area in the LATA in which Requesting Carrier is providing service. An Interconnection Activation Date not established and set forth on Schedule 2.1 as of the Effective Date shall be determined in accordance with the procedures set forth in Section 3.4.3.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3.

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III.2.3 If Requesting Carrier elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's facilities via Collocation, then Requesting Carrier must not less than one hundred twenty five (125) days prior to its applicable Interconnection Activation Date notify Ameritech whether Requesting Carrier wishes Ameritech to Interconnect pursuant to **subsection (a)** or **(b)** below.

(a0) Requesting Carrier shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs.

If Requesting Carrier does provide Ameritech transport as provided in this **subsection (a)** but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in **subsection (b)** below.

(b0) If Requesting Carrier does not elect to provide Ameritech transport as provided in **subsection (a)** above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers.

III.2.4 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the Requesting Carrier Interconnection Central Office ("**RICO**") in that LATA and shall designate the Ameritech Tandem Central Office that is designated as the home Tandem (based on the LERG) for the Ameritech Wire Center in which the Requesting Carrier's Central Office is located, as the Ameritech Interconnection Central Office ("**AICO**") in that LATA.

III.2.5 Requesting Carrier's point of Interconnection must be within an Ameritech Wire Center in the LATA in which Requesting Carrier provides service.

III.2.6 Requesting Carrier shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Access Toll Connecting Trunks),

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signaling and 9-1-1 Service (as described in Section 3.9) by submitting to Ameritech an electronic Access Service Request and, as soon as available, an electronic service order via the Provisioning EI.

III.3 Fiber-Meet.

III.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“**SONET**”) transmission system.

Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 18.2). Each Party agrees to disable the Digital Control Channel (“**DCC**”) in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (“**OLT**M”) equipment in the AICO identified for each LATA set forth on Schedule 2.1 in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the RICO identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech’s receipt of such request.

III.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the RICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier’s receipt of such request.

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III.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLTM equipment Ameritech has installed in the AICO.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own portion of the transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its portion of the facilities to such Fiber-Meet.

III.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLTM 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 OLTM equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

III.4 Additional Interconnection(s).

III.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) Requesting Carrier's requested RICO(s) and AICO(s) (including address and CLLI Code); (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

III.4.3 Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in **Section 3.4.1**, Ameritech and Requesting Carrier shall schedule a meeting to mutually agree on the network architecture (including trunking), the AICO(s), the RICO(s) and Interconnection

Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be 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 interval to establish Interconnection via Collocation or Fiber-Meet is no less than one-hundred fifty (150) days after the Parties have agreed on the AICO(s), RICO(s) and network architecture and Requesting Carrier has furnished Ameritech a non-binding forecast in accordance with Section 3.4.2.

III.5 Additional Switches.

III.5.1 If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of Sections 3.4.1 and 3.4.2, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in Section 3.4.3. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

III.5.2 If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the intervals described in Schedule 3.4.3 shall apply.

III.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.6, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

III.7 Network Management.

III.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and 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.

III.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

III.8 Standards of Performance.

III.8.1 Each Party shall provide the other Party Interconnection in accordance with Section 3.6 as determined by this Section 3.8 (collectively, the “**Interconnection Performance Benchmarks**”).

III.8.2 To determine a Party’s compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an “**Interconnection Performance Activity**”) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the “**Providing Party’s Interconnection Records**”) and to other LECs (the “**Other LEC Interconnection Records**”) and parallel records of the Interconnection that the Providing Party provides to the other Party (the “**Other Party’s Interconnection Records**”) and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

III.8.3 The Providing Party shall provide to the other Party for each calendar month (a “**Reporting Period**”), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party’s Interconnection Records, the Other LEC Interconnection Records and the Other Party’s Interconnection Records so that the Parties can determine the Providing Party’s compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an “**Interconnection Specified Performance Breach**”. Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC’s proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party’s failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance

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Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 27.3 and seek any relief it is entitled to under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

III.9 9-1-1 Service.

III.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this Section 3.9 in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

III.9.2 Service and Facilities Provided.

(a0) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a **"PSAP"**). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this subsection

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- (a)** also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier's point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.
- (b) If Requesting Carrier forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Requesting Carrier has followed the appropriate procedures in **subsection (e)** to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Requesting Carrier requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Requesting Carrier's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech at intervals to be agreed upon by the Parties. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Requesting Carrier shall be solely responsible to provide test records and conduct call-through testing on all new 9-1-1 trunk groups and NPA/NXXs. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.

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- (d0) Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.
- (e0) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification (“**ALI**”) database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:
- (1) Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;
 - (2) Notification of error(s) involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer's access line; and
 - (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Requesting Carrier is unable to initially provide Ameritech electronic updates to the Ameritech 9-1-1 ALI database as provided in **subsection (e)(1)** above, the Parties shall negotiate the date by which Requesting Carrier shall establish such electronic functionality and the rates, terms and conditions under which Ameritech would update such database from paper records prior to the date Requesting Carrier is able to furnish such updates electronically to Ameritech; and

- (f0) Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records

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provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

- (g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **“9-1-1 Selective Router Software Enhancement Connection Charge”**).
- (h) In the event an Ameritech or Requesting Carrier 9-1-1 trunk group fails, the Party that originates the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (i) Ameritech will provide Requesting Carrier all order number(s) and circuit identification code(s) in advance of the service due date.
- (j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (k) Requesting Carrier shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **“busy day/busy hour”** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.

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- (l0) Requesting Carrier shall timely provide to Ameritech all information required to complete an “Ameritech Planning Questionnaire and Network Definition” in order to appropriately plan, design and implement ordered 9-1-1 Service. Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.
- (m0) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.
- (n0) Consistent with **Section 19.2**, each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

III.9.3 Compensation.

- (a0) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.
- (b0) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier’s facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

III.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

- (a0) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- (b0) Ameritech shall not be responsible for errors that appear in Ameritech’s 9-1-1 databases and with respect to such errors, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account

thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

**ARTICLE IV
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

IV.1 Scope of Traffic. Article IV prescribes parameters for the facilities and trunk groups 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 (the "Local/IntraLATA Trunks").

IV.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800 traffic over the Local/IntraLATA Trunks.

IV.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

IV.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes originated by a Party between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, that Party shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s). As traffic volumes increase, the Parties shall add additional direct trunk groups (24 DS0s) between any two (2) Central Offices for every increment of traffic that equals or exceeds the CCS busy hour equivalent of one (1) DS1. At no time shall the traffic between two (2) Central Offices, routed via Ameritech's Tandem Switch, exceed 500 busy hour CCS.

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem as identified in the Local Exchange Routing Guide ("LERG"). To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area,

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each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Switched Access set forth in Ameritech's access tariffs. If a Central Office Switch provides both Tandem and End Office functionality, Interconnection by a Party at such Central Office Switch shall provide access to Tandem and End Office functionality. A Party's NXX must home on the Tandem Switch that is in the same state as the specified NXX Rate Center.

IV.3.5 Ameritech will provide unassigned NXX codes to the Requesting Carrier, under the Inter-Carrier Compatibility Forum ("ICCF") developed by CO-Code Assignment Guidelines, until this function is performed by a third party agency.

IV.3.6 Ameritech will assign a Common Language Location Identifier ("CLLI") code to the Requesting Carrier's End Office Switch if so requested, to be integrated into the public network consistent with procedures used for CLLI code assignment to Ameritech's own switches until this function is performed by a third party agency. The code must be listed in the LERG.

IV.3.7 Each Party is responsible for administering its assigned NXX numbers.

IV.3.8 Each Party is responsible for obtaining a LERG listing of CLLI codes assigned to its switches.

IV.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to **Section 19.12** and the availability of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

IV.3.10 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, "**Busy Season**" means any three (3) consecutive month period.

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IV.3.11 If a Party determines that a trunk group is no longer necessary given actual and forecasted traffic, that Party shall disconnect that trunk group within thirty (30) days after such determination.

IV.3.12 For each Central Office (“CO”) code used by Requesting Carrier, Requesting Carrier must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such CO Code. If Requesting Carrier uses a CO Code to provide foreign exchange service to its Customers outside of the geographic area assigned to such code, Requesting Carrier shall be solely responsible to transport traffic between its foreign exchange service Customer and such code’s geographic area.

IV.4 Signaling.

IV.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties’ Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties.

IV.4.2 Each Party is responsible for requesting Interconnection to the other Party’s CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through the designated Ameritech state gateway STP or through a third party provider which is connected to the other Party’s signaling network. The Parties shall establish Interconnection at the STP. The rate for signaling links to establish such Interconnection is as provided in Ameritech’s access tariff(s). If the Requesting Carrier does not possess STPs, Requesting Carrier may purchase access to Ameritech’s SS7 Network as provided in Ameritech’s access tariff(s).

IV.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access and Transit Service traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties’ respective networks.

IV.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

IV.6 Measurement and Billing.

IV.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in Section 7.3 will be routed over the IntraLATA Toll trunk group.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

IV.7 Reciprocal Compensation Arrangements-- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. The Reciprocal Compensation arrangements set forth in this Section 4.7 are not applicable to (i) Exchange Access traffic, (ii) a Requesting Carrier network created by combining Ameritech's unbundled Network Elements, (iii) Information Service traffic, (iv) 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 (v) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Compensation for traffic that is delivered through Transit Service shall be pursuant to Section 7.2.

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's physical switch for termination on the other Party's physical switch. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Termination. The Parties' obligation to pay Reciprocal Compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any

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ancillary functions (e.g., 9-1-1)) and capable of fully supporting originating and terminating Customer (and not a Party's test) traffic.

IV.7.2 (a) The Parties agree not to pay Reciprocal Compensation on traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that is exchanged between the Parties. Each Party agrees to implement methods and procedures that facilitate the identification of all ISP traffic that the other Party originated on its network and routed to the first Party. If either Party believes that the data and records it or the other Party are maintaining do not adequately identify the ISP traffic exchanged between the Parties, either Party may request in writing that both Parties commence tracking ISP traffic by exchanging the NPA-NXX-XXXXs of each ISP to which such Parties route traffic. If so requested, by the twenty-second day of the first calendar month after receipt of such notice and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA-NXX-XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding **Section 20.1.1**, any information disclosed by one Party to the other Party pursuant to this **Section 4.7.2(b)** shall be deemed "Proprietary Information" under **Article XX**.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.7**.

ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

V.1 Scope of Traffic. **Article V** prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange

Service Customers and Interexchange Carriers (the “**Access Toll Connecting Trunks**”). Compensation for the transmission and routing of Exchange Access traffic is provided for in **Article VI**.

V.2 Trunk Group Architecture and Traffic Routing.

V.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier’s Customers.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Requesting Carrier’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

V.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

V.2.4 IntraLATA toll free traffic (e.g., 800) shall be routed over Ameritech’s Access Toll Connecting Trunks. Ameritech will send Requesting Carrier a Carrier Identification Code of 110 to identify the IntraLATA call as toll free call. Requesting Carrier shall generate and send Ameritech on a daily basis an 010125 access record. In return, Ameritech will send Requesting Carrier on a daily basis an 110125 access record for billing the query function according to Requesting Carrier’s tariff. This information should be included on the summary record (010125) sent to Ameritech by Requesting Carrier. If utilizing Ameritech’s database to perform the query function, Ameritech will bill the Requesting Carrier (or the Initial Billing Company (as defined in the MECAB)) for the query charges at Ameritech’s tariffed rate.

ARTICLE VI
MEET-POINT BILLING ARRANGEMENTS

VI.1 Meet-Point Billing Services.

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“MECAB”) document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Group D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with **Schedule 6.0** to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association (“NECA”) FCC Tariff No. 4.

VI.1.4 Each Party shall implement the “**Multiple Bill/Single Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

VI.2 Data Format and Data Transfer.

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record (“EMR”) format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when

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available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

VI.2.4 Each Party shall coordinate and exchange the billing account reference (“**BAR**”) and billing account cross reference (“**BACR**”) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VI.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

VI.3 Errors or Loss of Access Usage Data.

VI.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

VI.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

VI.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute based on past usage in accordance with Section 6.3.2. This Section 6.5 shall apply to Meet Point Billing arrangements in lieu of the provisions of Articles XXIV and XXV.

ARTICLE VII TELECOMMUNICATIONS CARRIER (TC) SERVICES

VII.1 Ancillary Services Traffic.

VII.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from (i) Requesting Carrier's Resale Services Customers via Resale Services, (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching or (iii) Requesting Carrier's physical switch which terminates in each case to the applicable information services platform connected to Ameritech's network.

VII.1.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

VII.1.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. Upon receipt of a request by Requesting Carrier when it submits an order for Unbundled Local Switching (per line class codes), Ameritech shall block such Ancillary Services Traffic at Ameritech's Unbundled Local Switching, to the extent permitted under Applicable Law. If Requesting Carrier utilizes its own or a third party switch, Requesting Carrier must establish blocking for Ancillary Services Traffic.

VII.1.4 Requesting Carrier may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Requesting Carrier has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in Schedule 7.1, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic, to the extent permitted under Applicable Law.

VII.2 BLV/BLVI Traffic.

VII.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.

VII.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.

VII.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. When Requesting Carrier does not use Ameritech’s operator bureau, 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.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

VII.3 Transit Service.

VII.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this **Section 7.2.**

VII.3.2 “**Transit Service**” means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier’s network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a “**Transit Counter-Party**”) and (y) originates on the Transit Counter-Party’s network and terminates to Requesting Carrier and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, “**IntraLATA 800 Traffic**”), as more fully described in **Section 7.3.9.**

VII.3.3 Requesting Carrier shall route Transit Traffic via Ameritech’s Tandem Switches, and not at or through any Ameritech End Office.

VII.3.4 While the Parties agree that it is the responsibility of the Requesting Carrier to enter into arrangements with each Transit Counter-Party to deliver Terminating Transit Traffic to Requesting

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Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the date Transit Traffic volumes originated by the Requesting Carrier exceed the volumes specified in **Section 7.3.5**. Ameritech will provide Requesting Carrier with Transit Service. Requesting Carrier agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

VII.3.5 If the traffic volumes between Requesting Carrier's Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the CCS busy hour equivalent of one (1) DS1 (500 CCS), Requesting Carrier shall within thirty (30) days request to Interconnect directly with such Transit Counter-Party.

VII.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part ("**TCAP**") message, Ameritech will deliver such information to the terminating party.

VII.3.7 Requesting Carrier shall not bill Ameritech for any Transit Service traffic or unidentified traffic (i.e., no CPN) unless otherwise agreed in writing by Ameritech.

VII.3.8 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service ("**Originating Transit Traffic**"), Requesting Carrier shall:
 - (1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
 - (2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party ("**Terminating Transit Traffic**") (i) that is not subject to Primary Toll Carrier ("**PTC**") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech

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to deliver such traffic to Requesting Carrier (“**Other Party Transit Agreement**”), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.

- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Requesting Carrier at Requesting Carrier’s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth on the Pricing Schedule.

VII.3.9 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

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

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VII.3.10 If a Transit Counter Party requests Ameritech to clock either Originating Transit Traffic or Terminating Transit Traffic, Ameritech shall provide Requesting Carrier written notice of such request. Requesting Carrier shall then have twenty (20) Business Days after receipt of notice from Ameritech to resolve such blocking request with the Transit Counter Party. If Requesting Carrier is unable to resolve any outstanding issues with the Transit Counter Party within such twenty (20) Business Day period, Ameritech may block such Originating Transit Traffic or Terminating Transit Traffic. Requesting Carrier agrees to either (i) block delivery of Transit Service traffic that it originates to the Ameritech network (including Originating Transit Traffic) or (ii) pay Ameritech's nonrecurring and recurring costs to implement and administer blocking for such traffic. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses Ameritech may incur from not blocking requested traffic during the twenty (20) Business Day period.

VII.4 Toll Free Database Services.

VII.4.1 Call Routing Service, The Call Routing Service provides for the identification of the carrier to whom a call is to be routed with a toll-free identification of the carrier to whom a call is to be routed with 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 Call Routing Service may be provided in conjunction with a Customer's InterLATA and IntraLATA Switched Exchange Access Service.

When 800 Call-Routing services 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. Requesting Carrier may obtain Call Routing Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.4.2 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 date 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). Requesting Carrier may obtain Routing Options pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.4.3 Carrier Identification Service. Requesting Carrier may choose the 800 Carrier Identification Service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to

the Call Routing Service described in **Section 7.4.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use. Requesting Carrier may obtain 800 Carrier Identification Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.4.4 **Number Administration**. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, 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 service include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization Service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.5 LIDB Database Service.

VII.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

VII.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

VII.6 LNP Query Service.

VII.6.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC

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Docket No. 95-116 FCC 96-286 and the First Memorandum Opinion Order on Reconsideration, CC Docket 95-116, FCC 97-74 (collectively, the “Number Portability Order”).

VII.6.2 With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls, terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR

VIII.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

VIII.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 **Section 3.8**.

VIII.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

ARTICLE IX
UNBUNDLED ACCESS -- SECTION 251(c)(3)

IX.1 Access to Network Elements.

IX.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in **Section 9.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are not required to provide access to one or more of the Network Elements (individually or in combination with another Network Element) described in this Agreement, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated in good faith and this Agreement be amended accordingly. In addition, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are required to provide access to one or more Network Elements (individually or in combination with another Network Elements) not contained in this Agreement, Requesting Carrier may, by providing written notice to Ameritech, require that any effected provision of this Agreement be renegotiated in good faith and this Agreement be amended accordingly. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may (i) consider such failure to renegotiate a "Dispute" under **Section 27.3** of this Agreement or (ii) forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

IX.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, exist and are available, in each case as such Network Element is defined herein. **If Ameritech makes available access to a Network Element that requires special construction or conditioning, Requesting Carrier shall pay to Ameritech any applicable special construction or conditioning charges. The Parties shall mutually agree on the nature and manner of any required special construction or conditioning, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.**

IX.2 Network Elements.² At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

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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 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 become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent jurisdiction, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated as applicable, in good faith and Agreement be amended accordingly.

IX.2.1 Unbundled Local Loops, as more fully described on Schedule 9.2.1;

IX.2.2 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.2.

IX.3 Requesting Carrier's Combination of Network Elements.

IX.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier 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 Ameritech's network.

IX.4 Nondiscriminatory Access to and Provision of Network Elements.

IX.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less

favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

IX.5 Provisioning of Network Elements.

IX.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, unbundled Network Elements as set forth on Schedule 9.5.

IX.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder.

IX.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier ("PLEC"), Requesting Carrier shall comply with the requirements of Section 10.11.1.

IX.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described on Schedule 10.11.2.

IX.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("Carrier of Record") Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 10.11.1. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this Section 9.5.5.

IX.6 Availability of Additional Network Elements. Except as provided in Section 9.1.2, any request by Requesting Carrier for access to a Network Element 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 Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

IX.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the 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 at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

IX.8 Billing. Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of Article XXVI to this Agreement.

IX.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall perform maintenance of Loops as set forth in Schedule 10.13.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

9.9.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

IX.10 Standards of Performance.

IX.10.1 Ameritech shall provide to Requesting Carrier access to unbundled Network Elements in accordance with Section 9.4 as determined by this Section 9.10 (collectively, the "Ameritech Network Element Performance Benchmarks").

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in Schedule 9.10 which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a "Network Element Performance Activity"). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "Ameritech NE Records") and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the "Requesting Carrier NE Records") and (y) other LECs in the aggregate (the "Other LEC NE Records"). The criteria will be revised in accordance with the procedures set forth in

the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Subject to the last sentence of this Section 9.10.3, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Requesting Carrier has used all available Operations Support Systems functions with respect to the unbundled Network Elements purchased during the Reporting Period, (ii) the unbundled Network Elements purchased were the subject of a forecast submitted in accordance with Sections 19.3 and/or 19.4, (iii) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (iv) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (v) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an "NE Specified Performance Breach". Notwithstanding anything to the contrary in this Section 9.10.3, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI). Notwithstanding anything to the contrary in this Section 9.10, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this Section 9.10.3 if Requesting Carrier is leasing less than two hundred (200) of any type of unbundled Network Elements from Ameritech for a given Reporting Period.

IX.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in Section 27.3 and seek any relief it is entitled to under Applicable Law.

IX.10.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers.

**ARTICLE X
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)**

X.1 Telecommunications Services Available for Resale at Wholesale Rates.

10.1.1 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “Resale Services”). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on Schedule 10.1. The wholesale discount set forth on Schedule 10.1 shall not apply to taxes or other pass-through charges (e.g., end-user common line charge, 9-1-1 surcharge and special construction charges). If during the Term the Commission changes the discount rate, or any other charge applicable to Resale Services in an order or docket that applies generally to the Resale Services that Ameritech provides in the Territory, the Parties agree to amend this Agreement to incorporate such discount rate and/or charges with such discount and/or charges to be effective as of the date specified in such order or docket.

10.1.2 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Requesting Carrier for resale if (i) the retail Customer contract permits such assignment and (ii) Requesting Carrier has previously provided Ameritech with an executed “Agreement to Assume Ameritech Contracts” in the form set forth on Schedule 10.1.2. Upon submission of an order for Contract Services, Requesting Carrier agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Requesting Carrier at a discount off the retail rates for such Contract Services as prescribed by the Commission or, if the Commission has not prescribed such discount, at Ameritech's actual avoided costs associated with Ameritech's provision of those Contract Services, net any increased costs Ameritech incurs to provide Requesting Carrier with wholesale

functionality relating to such Contract Services (e.g., DUF). For purposes of this Agreement, “Contract Services” shall mean those existing contracts under which Ameritech provides Telecommunications Services at retail to subscribers who are not Telecommunications Carriers and which provide (A) volume or term discounts which are available under Ameritech's Retail Tariff(s) and catalogs (e.g., optional calling plans for usage) or (B) a unique, off-tariff rate for a Telecommunications Service with the same service description, cost structure and general terms and conditions as Ameritech's Retail Tariff(s) and catalogs (e.g., local and toll usage). Contracts that include (x) special assemblies or other custom-designed arrangements designed to meet the specific needs and cost structure of serving a particular Customer or (y) services that are not made generally available to the public are not Contract Services.

X.2 Other Services. Ameritech may, at its sole discretion, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

X.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

X.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers (“Grandfathered Services”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Requesting Carrier for resale, subject to the terms of Section 10.3.2, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Requesting Carrier as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer’s selection of Requesting Carrier as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Requesting Carrier at a discount off the retail rates for such Grandfathered Services based on Ameritech’s avoided costs associated with such Grandfathered Services.

X.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber (“Withdrawn Services”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Withdrawn Services. Ameritech agrees to make Withdrawn Services available to Requesting Carrier for resale to Requesting Carrier’s Customers who are subscribers to the Withdrawn Service either from Ameritech or Requesting

Carrier at the time so classified (subject to the provisions of Section 10.3.1 if such Withdrawn Service was classified as a Grandfathered Service prior to its classification as a Withdrawn Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services.

X.4 Additional Charges for Resale Services.

X.4.1 In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

X.4.2 If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the intervals set forth on Schedule 10.9.2.

X.5 Restrictions on Resale Services.

X.5.1 Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to Requesting Carrier a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a 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.

X.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

X.5.6 Requesting Carrier's sale and its Customer's use of the Resale Services are subject to the same restrictions as Ameritech's provision to its retail Customers of such services, including, as applicable, those restrictions described in Ameritech's retail tariffs, the Ameritech catalog(s) and TCNet.

X.5.7 Ameritech may impose additional restrictions on Requesting Carrier's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

X.6 **New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this Section 10.6 (other than in a publicly filed tariff) shall be deemed "Proprietary Information" and subject to the terms and conditions of Article XX.

X.7 **Operations Support Systems Functions.** Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

X.8 **Nondiscriminatory Provision of Resale Services.**

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.9 Standards of Performance.

X.9.1 Ameritech shall provide Resale Services to Requesting Carrier in accordance with Section 10.8 as determined by this Section 10.9, but subject to Section 10.4 (collectively, the "Resale Performance Benchmarks").

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on Schedule 10.9.2 (each, a "Resale Performance Activity") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "Ameritech Resale Records") and parallel records of the Resale Services provided to (i) Requesting Carrier (the "Requesting Carrier Records") and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the "Other Reseller Records"). The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech's retail Customers or (y) begins measuring additional criteria to assess such performance.

X.9.3 Subject to Section 10.9.2 and the last sentence of this Section 10.9.3, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Requesting Carrier has used all available Operations Support Systems functions functionality with respect to the Resale Services purchased during the Reporting Period, (ii) the Resale Services purchased were the subject of a forecast submitted in accordance with Sections 19.3 and/or 19.4, (iii) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (iv) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (v) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a "Resale Specified Performance Breach." Notwithstanding anything to the contrary in this Section 10.9.3, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the

confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI). Notwithstanding anything to the contrary in this Section 10.9, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this Section 10.9.3 if Requesting Carrier is reselling less than one thousand (1000) resold lines in a given Reporting Period.

X.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Requesting Carrier may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in Section 27.3 and seek any relief it is entitled to under Applicable Law; or
- (b) Ameritech shall pay to Requesting Carrier as liquidated damages any amounts that Requesting Carrier is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers.

X.10 Branding.

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

X.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

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

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit Requesting Carrier Customers to dial the same telephone numbers for Requesting Carrier Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any Customer premises equipment, any other Customer-owned facilities or its outside plant.

X.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

X.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by

telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

X.10.6 Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

X.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this Section 10.10.

X.11 Primary Local Exchange and Interexchange Carrier Selections.

X.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in Schedule 10.11.1) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

X.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC

(“Unauthorized Switching”), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of Schedule 10.11.2. However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties enumerated on Schedule 10.11.2 and will pay to Requesting Carrier the Unauthorized Switching charge described on Schedule 10.11.2.

- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (“PIC”) changes.

X.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier’s Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier (“Carrier of Record”) for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 10.11.1. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

X.11.4 When Ameritech is notified by Requesting Carrier that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

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

(b) Requesting Carrier may also elect to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of Requesting Carrier’s Customer. Within thirty (30) Business Days after the Effective Date (the “Election Period”), Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier’s written notice of election. If Requesting Carrier fails to make the election described in this subsection (b) within the Election Period,

Ameritech shall provision CARE-Initiated PIC Changes under subsection (a), and not under this subsection (b).

X.12 Functionality Required To Support Resale Service.

X.12.1 Directory Listing Requirements. Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with the provisions of Article XV.

X.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Information Database ("LIDB").

X.12.3 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

X.12.4 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by a Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.5.

X.13 Service Functions.

X.13.1 Point of Contact for Requesting Carrier Customer.

- (a) **Primary Point of Contact.** Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- (b) **Customer Contact Employee Training.** Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.
- (c) **Requests for Service Changes.** When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.

X.13.2 Operations Support Systems Functions — Provisioning.

- (a) **Provisioning EI for Pre-Ordering, Ordering and Provisioning.** Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide (the "Provisioning EI") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Schedule 10.13.2.
- (b) **Non-Electronic Orders.** On or before the Service Start Date, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI (a "Non-Electronic Order") except if Requesting Carrier is unable to

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submit a Service Order through the Provisioning EI and such inability is caused (i) solely by Ameritech's equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of twenty (20) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in clause (ii) above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period. Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after receipt by Ameritech of Requesting Carrier's written notice as described above. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

- (c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 10.13.2 and/or made available to Requesting Carrier after the Effective Date.

- (d) **Service Ordering and Provisioning.** Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in Section 10.7. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.11.1.
- (e) **Status Reports.** After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) **Non-Interruption of Service.** Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

X.13.3 Operations Support Systems Functions — Maintenance.

- (a) **Electronic Interface for Maintenance and Repair.** Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the "Maintenance EI") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.
- (b) **Maintenance.** Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.
- (c) **Pre-Screening.** Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

X.14 Responsibilities of Requesting Carrier.

X.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

X.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

X.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.

X.14.4 Notwithstanding anything to the contrary in this Agreement, Requesting Carrier is solely responsible for the payment of charges for all Resale Services furnished under this Agreement, including calls originated or accepted by Requesting Carrier and its Customers.

X.14.5 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

X.15 Responsibilities of Ameritech. Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

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

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

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

X.16 Exchange of Billing Information.

X.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

X.16.2 Interexchange call detail on resold lines that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Requesting Carrier. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on resold lines will be passed through when Ameritech records the message.

X.16.3 Ancillary Services Traffic originated on or billed to a resold line shall be subject to the rates, terms and conditions of Section 7.1.

X.16.4 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

X.16.5 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of Article XXVI. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all

notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

X.17 Use of Service.

X.17.1 Requesting Carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Requesting Carrier or, as appropriate, to Requesting Carrier's Customer, when:

- (a) An order is issued by a court of competent jurisdiction, 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 local exchange Telecommunications Service is prohibited by Applicable Law, or**
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.**

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

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Requesting Carrier or Requesting Carrier's Customers shall not utilize Resale Services for the purpose of soliciting 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.

X.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person

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from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damages either Party's equipment or causes a malfunction of either Party's billing equipment.

X.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

X.17.6 The determination as to whether any local exchange Telecommunications Service provided by Requesting Carrier to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Requesting Carrier's Customer.

ARTICLE XI NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII COLLOCATION -- SECTION 251(c)(6)

XII.1 Access to Collocation.

XII.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment used or useful for Interconnection (pursuant to **Article III**) or access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

XII.1.2 Non Discriminatory Basis. Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that 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 Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

XII.2 Standard Collocation Offerings. Subject to **Section 12.1** and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this **Section 12.2**. Any request by Requesting Carrier for Ameritech to provide a Collocation method (or increment of space) not described in this **Section 12.2** shall be made pursuant to **Section 12.3**.

XII.2.1 Ameritech Physical Collocation Service. Upon request, Ameritech shall provide Requesting Carrier Ameritech Physical Collocation Service ("APCS") in any Unused Space. APCS is available in increments of one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. If Requesting Carrier wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of **Section 12.2.3** and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change Ameritech's records and databases to reflect such conversion to Shared Cage Collocation.

XII.2.2 Cageless Physical Collocation. Upon request, Ameritech shall provide Requesting Carrier Cageless Physical Collocation in any Unused Space. Ameritech's standard offering of Cageless Physical Collocation is available in increments of one (1) bay, or single rack, of equipment. The rates set forth in this Agreement correspond to the Collocation of a bay with (i) dimensions seven (7) feet high, twenty-three (23) inches wide and one (1) foot deep (a "Standard Bay") and (ii) surrounding standard access space requirements for minimum three (3) inch spacers between bays, aisles and common area for facility placement (with the Standard Bay, a "Standard Bay Footprint"). If Requesting Carrier wishes to collocate a rack or bay with dimensions different than a Standard Bay or requests floor space greater than the Standard Bay Footprint, Requesting Carrier shall request same via an NSCR (as defined in **Section 12.3**). Requesting Carrier may, at its option and expense, provide a lockable enclosure for its bay(s) so long as such enclosure does not exceed the Standard Bay dimensions. For safety purposes, in no event shall any of Requesting Carrier's equipment protrude outside of its bay. Requesting Carrier shall have direct access to its Cageless Physical Collocation and Ameritech shall not require construction of a new and separate entrance to Requesting Carrier's Cageless Physical Collocation; provided, that the foregoing limitation shall not preclude Ameritech from assigning Requesting Carrier Cageless Physical Collocation accessed by a separate entrance or door or constructing same so long as Requesting Carrier has access to such space, subject to **Section 12.10.2**, twenty-four (24) hours a day, seven days a week ("24 x 7") and such separate entrance does not delay Requesting Carrier's Collocation or increase the cost for Requesting Carrier to Collocate (excluding any permitted recovery of costs attributable to reasonable security

measures). Ameritech may, at its option, take reasonable security measures to protect its own equipment and network, such as enclosing same with a partition or cage separating it from Cageless Physical Collocation. If there is not sufficient space for Ameritech to protect its equipment from Requesting Carrier with a partition or cage, Ameritech may separate its equipment from Requesting Carrier's equipment by tape/paint on the floor or other markings that are not physical separations. In no event may Requesting Carrier traverse such separation nor may Requesting Carrier access Ameritech's Main Distribution Frame, cross-connect frames or other equipment.

XII.2.3 Shared Caged Collocation.

- (a) Upon request, Ameritech shall provide Requesting Carrier Shared Caged Collocation in any Unused Space. **“Shared Caged Collocation”** is caged Physical Collocation space shared by Requesting Carrier and one or more competitive Local Exchange Carriers (**“CLEC”**) pursuant to terms and conditions agreed upon by such carriers. Requesting Carrier may request that Ameritech provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space (**“New Shared Collocation”**) or (ii) a request by Requesting Carrier to enter into a sublease arrangement with another CLEC in Requesting Carrier's existing Physical Collocation (**“Subleased Shared Collocation”**). In each Shared Caged Collocation arrangement, Ameritech's single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in subsection (b) below) shall be referred to as the **“Primary Collocator”**. For New Shared Collocation, the Primary Collocator shall be the single carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this Article XII, each carrier (including Requesting Carrier and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **“Resident Collocator”**. An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and (B) signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- (b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from Ameritech in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. Each request for

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New Shared Collocation shall identify each Resident Collocator and the number of bays attributable to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, Ameritech shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by Ameritech to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; provided, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and Ameritech shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, Ameritech shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such carrier's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. Any additional or extraordinary charges incurred to accommodate a Resident Collocator's specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. If Requesting Carrier is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Requesting Carrier is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Requesting Carrier shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- (c) For Subleased Shared Collocation, if the Requesting Carrier is the Primary Collocator, then Requesting Carrier shall be responsible for its and its Resident Collocator's compliance

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with the terms, conditions and restrictions of this Agreement. As a condition to permitting another carrier to sublease space from Requesting Carrier, Requesting Carrier shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Requesting Carrier is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- (d) Requesting Carrier represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **Section 12.4** and which is necessary to Interconnect with Ameritech or for access to Ameritech's unbundled Network Elements. Ameritech shall provide Requesting Carrier access to Ameritech's unbundled Network Elements and permit Requesting Carrier to Interconnect its network with Ameritech from Shared Caged Collocation, regardless if Requesting Carrier was the original Collocator. Requesting Carrier, however, shall have no right to request and Ameritech shall have no obligation to provide Requesting Carrier's Resident Collocators access to Ameritech's unbundled Network Elements or Ameritech's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with Ameritech.
- (e) As a condition of entering into Shared Caged Collocation, Requesting Carrier agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees Ameritech the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one carrier remains in the Shared Cage Collocation, that carrier shall become the Primary Collocator. Ameritech shall bill the new Primary Collocator any applicable charges to change Ameritech's records and databases to reflect such new Primary Collocator.

- (f) Any obligation of Ameritech under this **Article XII** (and any schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

XII.2.4 Virtual Collocation. Upon request, Ameritech shall provide Requesting Carrier Virtual Collocation in any Unused Space. If Requesting Carrier wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an NSCR. Requesting Carrier shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Requesting Carrier's equipment. Requesting Carrier cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Requesting Carrier's Virtual Collocation bays in its switch line-up, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

XII.3 Non-Standard Collocation Requests.

XII.3.1 Non-Standard Collocation Request. Subject to **Sections 12.3.1** and **12.3.2** Requesting Carrier may request Ameritech to provide a Collocation method (or an increment of space) not described in **Section 12.2** by submitting to Ameritech a Non-Standard Collocation Request in the form set forth on **Schedule 12.3** (an "NSCR"). Collocation requested via an NSCR shall (i) be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, provision and bill such Collocation method, (ii) be excluded from any standard provisioning intervals or performance credits contained in this Agreement and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Requesting Carrier confirms its order pursuant to the NSCR.

XII.3.2 Adjacent Collocation. If and only if there is no Unused Space for Physical Collocation, Requesting Carrier may submit to Ameritech an NSCR that requests Ameritech to provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Agreement, "**Adjacent Collocation**" shall mean Collocation on Ameritech's property in adjacent controlled environmental vaults or similar structures (collectively, an "**Adjacent Structure**"). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Requesting Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site

maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall have no obligation to consider or process an NSCR for Adjacent Collocation until Requesting Carrier has secured and provided Ameritech evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Requesting Carrier seeks to locate such Adjacent Structure is not owned by Ameritech, such owner or landlord. Requesting Carrier shall not place any signage or marking of any kind on a Adjacent Structure or on the Ameritech grounds surrounding the Adjacent Structure. If space becomes available in Ameritech's Premises, and Requesting Carrier elects to order Collocation in such Premises in lieu of its Adjacent Collocation, then Requesting Carrier shall remove its Adjacent Structure at its expense no later than sixty (60) days after Requesting Carrier's "replacement" Collocation within Ameritech's Premises becomes operational.

XII.3.3 ILEC Collocation. Requesting Carrier may also request via an NSCR that Ameritech offer Requesting Carrier a collocation arrangement not offered in this **Article XII** but that has been made available by another incumbent LEC ("**ILEC Collocation**"). A request for ILEC Collocation is available subject to space and technical limitations.

XII.4 Eligible Equipment for Collocation.

XII.4.1 Types of Equipment. (a) Requesting Carrier may Collocate equipment used or useful for Interconnection with Ameritech or access to Ameritech's unbundled Network Elements and any equipment used or useful for the foregoing purposes if such equipment has built-in switching or routing features and functions or enhanced services functionalities. Requesting Carrier shall not Collocate equipment that is not used or useful for either access to Ameritech's unbundled Network Elements or for Interconnection, including equipment used exclusively for switching or for enhanced services. Further, Requesting Carrier (and, for Shared Caged Collocation, Resident Collocators) may not Collocate cross-connect panels or cross-connect blocks in quantities greater than Collocated equipment will support (individually or in the aggregate). As used in this **Section 12.4.1** "built-in" means that a single piece of equipment has multiple functions (e.g. multiplexing and switching) but specifically does not permit Requesting Carrier to Collocate equipment that has stand-alone switching or enhanced service functionality that is then connected in Ameritech's Premises to other equipment necessary for Interconnection with Ameritech or access to Ameritech's unbundled Network Elements.

- (b) Equipment necessary for Interconnection with Ameritech and access to Ameritech's unbundled Network Elements includes:
 - (1) OLTM equipment;

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- (2) Multiplexers, including asynchronous transfer mode (“ATM”) multiplexers;
- (3) Digital Cross-Connect Panels;
- (4) Optical Cross-Connect Panels;
- (5) Digital Loop Carrier;
- (6) Digital Subscriber Line Access Multiplexers (“DSLAM”);
- (7) Data over voice equipment;
- (8) Equipment used for signal regeneration (“hubbing equipment”);
- (9) Routers;
- (10) Remote Switching modules (“RSM”); provided that such RSM is not used as a stand-alone switch and reports back to a host switch; and
- (11) Any other transmission equipment collocated as of August 1, 1996 used or useful to terminate basis transmission facilities pursuant to 47 C.R.F. §§ 64.1401 and 64.1402.

XII.4.2 Safety Standards. (a) All equipment to be Collocated in Ameritech’s Premises must comply, as of the date such equipment is installed in Ameritech’s Premises, with then current (i) Bellcore Network Equipment and Building Specifications (“NEBS”) Level 1 requirements, (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10], (iii) NEBS Corrosion requirements, as stated in GR-1089-CORE, Criteria [72, 73], if such equipment has an electrical connection to outside plant and (iv) safety requirements as Ameritech may reasonably deem applicable to protect Ameritech’s Premises and equipment and Other Collocator’s equipment; provided such safety requirements are applied on a nondiscriminatory basis (items (i) - (iv) above collectively referred to as the “**Safety Standards**”).

- (b) If Ameritech denies Collocation of Requesting Carrier’s equipment in an Ameritech Premises, citing Safety Standards, Ameritech will provide within five (5) Business Days of Requesting Carrier’s written request to the Ameritech representative(s), identified on TCNet, a list of all Ameritech network equipment that Ameritech has placed within the network areas of such Premises within the twelve (12) month period preceding the date of Ameritech’s denial of Requesting Carrier’s equipment, together with an affidavit attesting that the Ameritech network equipment on such list meets or exceeds the Safety Standard(s) that Ameritech contends Requesting Carrier’s equipment fails to meet.
- (c) If Requesting Carrier fails to provide Ameritech accurate and complete NEBS data sheets and other applicable or relevant information prior to the Occupancy Date to confirm that its equipment complies with the Safety Standards, Requesting Carrier shall not be permitted to install such equipment in Ameritech’s Premises.

XII.4.3 Equipment Compliance. (a) Except as provided in **Section 12.4.3(b)** below, prior to placing its Collocation equipment in its Collocation space, Requesting Carrier shall submit to Ameritech a list and description of the equipment Requesting Carrier wishes to place in its Collocation space so that Ameritech can confirm that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**. Requesting Carrier shall provide, at a minimum, the following information with respect to each piece of equipment it intends to Collocate in Ameritech's Premises:

- (1) Name of Hardware and Software Manufacturer;
- (2) Model and Release Number; and
- (3) Third-party certification by an independent qualified testing facility and any necessary documentation that evidences compliance with the standards set forth in **Section 12.4.2**.

Ameritech will review and confirm or deny Requesting Carrier's list and description of equipment within ten (10) Business Days after Ameritech receives an accurate and complete list (i.e., all information is completed and any necessary documentation is attached). Requesting Carrier shall not place its Collocation equipment in its Collocation space until Requesting Carrier receives Ameritech's written confirmation that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**.

- (b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this **Section 12.4**. If Ameritech does maintain such a webpage of approved equipment, Requesting Carrier need not obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as "approved" on such webpage. Instead, at the final walkthrough, Requesting Carrier shall provide Ameritech written certification that any equipment to be placed in its Collocation space for which pre-certification was not received pursuant to **Section 12.4.3(a)** is listed as "approved" equipment on the then-current Collocation webpage.

XII.4.4 Disputes on Eligible Equipment. If Ameritech denies Requesting Carrier the ability to Collocate equipment on the grounds that such equipment does not comply with the requirements of this **Section 12.4**, such denial shall be deemed a Dispute and shall be subject to the provisions of **Section 27.4**.

XII.5 Transport Facility Options. For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transport facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transport facilities and terminate those transport facilities in its equipment located in its Collocation space at Ameritech's Premises.

XII.6 Interconnection with other Collocated Carriers. Upon placement of a service order, Ameritech shall permit Requesting Carrier to Interconnect its network with that of another Collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier ("**Carrier Cross-Connect Service for Interconnection**" or "**CCCSI**") only if Requesting Carrier and the other collocating Telecommunications Carrier's Collocated equipment are used for Interconnection with Ameritech or to access Ameritech's unbundled Network Elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) or request Ameritech to provide such connection between the two carriers' Collocated equipment via Ameritech's Cross-Connect Service for Interconnection ("**ACCSI**"). If Requesting Carrier provides CCCSI, such CCCSI (i) must, at a minimum, comply in all respects with Ameritech's technical and engineering requirements and (ii) shall require Requesting Carrier to lease Ameritech cable rack and/or riser space to carry the connecting transport facility. The rates for ACCSI and leasing of cable rack and riser space are set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another Collocating Telecommunications Carrier pursuant to this **Section 12.6**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXIV** and **Section 12.10.7**, indemnify Ameritech for any Loss arising from Requesting Carrier's installation, use, maintenance or removal of such connection with the other Collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Requesting Carrier or its agents, including the other Collocating carrier.

XII.7 Interconnection Points and Cables.

Ameritech shall:

XII.7.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

XII.7.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

XII.7.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

XII.8 Space Exhaustion.

XII.8.1 Ameritech shall post on a publicly available Internet site, a document (the “**Exhaustion Report**”) that identifies each Ameritech Premises for which Physical Collocation is unavailable because of space limitations. Ameritech will update the Exhaustion Report to add additional Premises that run out of Physical Collocation space and to remove Premises in which Physical Collocation becomes available within ten (10) Business Days of the date on which space becomes exhausted or available, as applicable, at such Premises. Ameritech will recover from Requesting Carrier its costs to provide the Exhaustion Report in the manner determined by the Commission.

XII.8.2 (a) Upon Requesting Carrier’s order, Ameritech shall provide Requesting Carrier a report (the “**Premises Report**”) that includes for a specific Premises:

- (1) the amount of Physical Collocation Space available in that Premises;
- (2) the number of Telecommunications Carriers Physically Collocated in that Premises at the time of such request;
- (3) any modifications in the use of space in that Premises since Ameritech last provided a report on such Premises; and
- (4) any measures Ameritech is taking to make additional space available in that Premises for Physical Collocation.

Premises Reports shall be ordered by noting so in the Remarks section of the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered. A Premises Report shall be deemed Proprietary Information of Ameritech and subject to the terms, conditions and limitations of **Article XX**.

- (b) The intervals for delivering a Premises Report are as follows:

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<u>Number of Premises Reports Requested within a Five (5) Business Day Period</u>	<u>Premises Report Delivery Interval</u>
1-5	Ten (10) Business Days
6-20	Twenty-Five (25) Business Days

If Requesting Carrier requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval will be increased by five (5) Business Days for every five (5) additional Premises Report requests or fraction thereof.

- (c) Requesting Carrier shall compensate Ameritech on a time and materials basis for each Premises Report ordered, such charges to be determined in accordance with Section 252(d) of the Act (including any applicable contribution).

XII.8.3 If Ameritech denies a request for Physical Collocation because of space limitations in a given Premises, Requesting Carrier may request that Ameritech provide a tour (without charge) of such Premises within ten (10) Business Days (or such later date as mutually agreed) of Requesting Carrier’s written request for such tour, delivered to the Ameritech representative(s) identified on TCNet; provided, however, that Ameritech shall not be required to provide a tour of any Premises that is listed in the Exhaustion Report if the Commission or an independent third party auditor has confirmed that Physical Collocation space is unavailable in such Premises because of space limitations or is otherwise not practicable. Each request for a Premises tour must include (i) the Premises where Physical Collocation was denied, (ii) the date of such denial and (iii) the applicable Ameritech order numbers. Requesting Carrier shall be permitted to tour the entire Premises, not just the room in which space was denied and may bring not more than two (2) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to Ameritech Ameritech’s standard nondisclosure agreement. In no event shall any camera or other video/audio recording device be brought on or utilized during any tour of an Ameritech Premises.

XII.8.4 At the request of the Commission or Requesting Carrier, Ameritech shall remove any obsolete and unused equipment (e.g., “retired in-place”) from its Premises. Ameritech shall be permitted to recover the cost of removal and/or relocation of such equipment if 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).

XII.8.5 If Ameritech denies Requesting Carrier’s Physical Collocation request because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of space was proper, Ameritech shall, in connection with any complaint filed by

Requesting Carrier, file with the Commission detailed floor plans or diagrams of such Premises, subject to protective order.

XII.9 Allocation of Collocation Space.

XII.9.1 After Requesting Carrier is occupying Physical Collocation space in a given Premises, Requesting Carrier may reserve additional Physical Collocation space for its future use in that Ameritech Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space. As used in this **Article XII**, “space” shall refer to, as applicable, floor space or bays.

XII.9.2 Ameritech shall not be required to lease or construct additional space in its Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

XII.9.3 Requesting Carrier will provide 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, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to Requesting Carrier’s forecasts to the extent that Collocation space is then available.

XII.10 Security Arrangements.

XII.10.1 General Security Arrangements. The following security arrangements shall apply to Requesting Carrier’s access to and use of Ameritech’s Premises for Collocation. Each of the below security arrangements are intended to protect Ameritech’s network and equipment from harm, and to ensure network security and reliability. Ameritech shall not impose security requirements that result in increased Collocation costs unless such security requirements have concomitant benefits of providing necessary protection of Ameritech’s equipment. If, at any time after the Effective Date, Ameritech imposes more stringent security arrangements upon its employees or its authorized vendors, Ameritech shall provide written notice to Requesting Carrier of such new security arrangements and the Parties shall execute an amendment to this Agreement to incorporate such new security arrangements, with such amendment to be effective no later than thirty (30) days after Requesting Carrier’s receipt of such written notice.

XII.10.2 Access to Physical Collocation. (a) Requesting Carrier shall have 24 x 7 access to its Physical Collocation (APCS, Cageless and Shared) as specifically described in this **Article XII**. Subject to the last sentence of **subsection (b)** below, once Ameritech has implemented in an Ameritech Premises the security arrangements described in this **Article XII**, Requesting Carrier may access such Premises without an escort. However, prior to the date on which security arrangements have been implemented in specific Premises, security escorts shall be required, at no cost to Requesting Carrier. Requesting Carrier shall provide Ameritech with telephonic notice at the time of dispatch of Requesting Carrier's employees to an Ameritech Premises and, if possible, no less than sixty (60) minutes notice prior to arrival at such Premises.

(b) Requesting Carrier shall receive 24 x 7 access to Ameritech's Premises only after the Delivery Date of its Physical Collocation arrangement. Prior to that date, Requesting Carrier may only access Ameritech Premises for the purposes set forth in this **Article XII** (e.g., initial walk-through and acceptance walk-through) and only with an Ameritech representative. Prior to the date Requesting Carrier is provided access to its Physical Collocation, any Requesting Carrier employee seeking to access an Ameritech Premises must obtain a photo I.D. and, once access is provided, wear such photo I.D. while in the Ameritech Premises. Until a photo I.D. is issued, Requesting Carrier's employees shall require a security escort in Ameritech's Premises, at no cost to Requesting Carrier.

(c) Ameritech (and its agents, employees, and other Ameritech-authorized persons) shall have the right to enter Requesting Carrier's Physical Collocation at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by Ameritech, and for any other purpose deemed reasonable by Ameritech. Ameritech may also access Requesting Carrier's Physical Collocation for purpose of averting any threat of harm imposed by Requesting Carrier or its equipment or facilities upon the operation of Ameritech equipment, facilities and/or personnel located outside of Requesting Carrier's Physical Collocation. Ameritech will notify Requesting Carrier by telephone of any emergency entry and will leave written notice of such entry in the Physical Collocation. If routine inspections are required, they shall be conducted at a mutually agreeable time.

XII.10.3 Physical Security Arrangements. Ameritech may, at its sole discretion, adopt reasonable security arrangements to protect its equipment, including separating its equipment with a partition, installing security cameras or other monitoring devices, badges with computerized tracking systems, photo I.D., electronic or keyed access and/or logs. If any of the security arrangements adopted by Ameritech require the participation of Requesting Carrier's employees (e.g., electronic access cards, or badges or photo I.D.), Requesting Carrier agrees on behalf of itself and its employees to comply with any rules applicable to such arrangements. Upon resignation, suspension, retirement or termination of any employee or technician that Requesting Carrier has secured badges or electronic access cards or keys to Ameritech's Premises, Requesting Carrier shall recover said badge, access cards and/or keys from such individuals and return them to Ameritech. Ameritech may bill Requesting Carrier to change locks, badges

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or access cards due to these items not being returned to Ameritech. Ameritech shall recover its costs from Requesting Carrier to install, maintain and repair any security arrangements in the manner (i.e., nonrecurring or recurring) determined by the Commission. Any information collected by Ameritech in the course of implementing or operating security arrangements shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Article XX.

XII.10.4 Security Checks and Training. Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Requesting Carrier a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Requesting Carrier shall apply such actions to its employees and vendors. Requesting Carrier's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide Requesting Carrier information on the specific type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises.

XII.10.5 Breach of Security Rules. If a Requesting Carrier employee violates the security rules applicable to Ameritech's Premises, Ameritech shall have the right to remove such employee from the Premises immediately and thereafter refuse such employee access to Ameritech's Premises.

XII.10.6 Insurance. Requesting Carrier shall furnish Ameritech with certificates of insurance which evidence the minimum levels of insurance set forth in Section 19.8, state the types of insurance and policy limits provided Requesting Carrier and name Ameritech as an additional insured. All insurance must be in effect and received on or before the Occupancy Date and shall remain in force as long as any of Requesting Carrier's facilities or equipment remain within Ameritech's Premises. If Requesting Carrier fails to maintain the coverage, Requesting Carrier hereby authorizes Ameritech, and Ameritech may, but is not required to, pay the premiums thereon, and if so, shall be reimbursed by Requesting Carrier. Requesting Carrier must also conform immediately to the recommendation(s) specific to its Collocation space, or the Ameritech Premises, in general, which are made by Ameritech's property insurance company as a result of a fire safety inspection. To the extent that these recommendation(s) also apply to Ameritech, Requesting Carrier shall only be required to conform to those recommendation(s) implemented by Ameritech. The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S)."

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Any vendor approved by Ameritech to enter Ameritech's Premises to perform work or services for or on behalf of Requesting Carrier must also, as a condition of such approval, maintain the same insurance requirements set forth in **Section 19.8**.

XII.10.7 Indemnification. In addition to its indemnity obligations set forth in **Section 24.1**, Requesting Carrier shall indemnify Ameritech for any Loss to Ameritech or a third party caused in whole or in part, by acts or omissions, negligence or otherwise, of Requesting Carrier, its employees, or vendors performing work on Requesting Carrier's behalf in Ameritech's Premises, including any Loss as a result of (i) injury to or death of any person; (ii) damage to or loss or destruction of any property, real or personal, or (iii) attachments, liens or claims of material person's or laborers arising out of, resulting from, or in connection with any services performed on behalf of Requesting Carrier.

XII.10.8 Disclaimer of Responsibility. Requesting Carrier acknowledges that Ameritech provides carriers other than Requesting Carrier Physical Collocation in Ameritech's Premises, which carriers may include competitors of Requesting Carrier, and that those carriers' employees, technicians and vendors (such third party carriers, employees, technicians and vendors collectively referred to as the "**Other Collocators**") will access the Ameritech Premises in which Requesting Carrier's equipment is Physically Collocated. Requesting Carrier further acknowledges that Other Collocators may, if Requesting Carrier has ordered Cageless Physical Collocation, have access to Requesting Carrier's Collocated equipment and/or if Requesting Carrier has a form of caged Physical Collocation, have access to the area immediately surrounding the transmission node enclosure, which enclosure is a permeable boundary that will not prevent the Other Collocators from observing or even damaging/injuring Requesting Carrier's equipment, facilities or personnel. Requesting Carrier agrees that Ameritech shall have no obligation to monitor Requesting Carrier's Physically Collocated equipment and that, in addition to any other applicable limitation contained herein, Ameritech shall have no responsibility nor liability for any Loss to Requesting Carrier, its equipment or personnel with respect to any act or omission by any Other Collocators, regardless of the degree of culpability of any such Other Collocators, except if such Loss is caused by an Ameritech employee or vendor specifically performing work on Ameritech's behalf (and not an Ameritech authorized vendor that happens to be performing work for another carrier Collocated in Ameritech's Premises).

XII.11 Subcontractor and Vendor Approval. Requesting Carrier may install and maintain its Physically Collocated equipment or, it may subcontract such responsibilities to an Ameritech-approved vendor. All installation work, whether performed by Requesting Carrier or an Ameritech-approved vendor, shall comply in all respects with Ameritech's technical, engineering and environmental requirements and is subject to Ameritech's inspection upon completion of such work. Requesting Carrier shall be solely responsible for all costs associated with the planning, installation and maintenance of its Collocated equipment.

XII.12 Delivery of Collocated Space.

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XII.12.1 Ordering. (a) Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering to Ameritech a complete and accepted Collocation order form (if completed, a **“Collo Order”**). Each Collo Order shall include a Collocation Application Fee and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Requesting Carrier will require for such space, (v) the equipment to be housed in such space, (vi) Requesting Carrier’s anticipated power requirements for the space, (vii) any extraordinary additions or modifications (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier’s Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing (the **“Collo Response”**) as to whether the requested space and preferred method(s) of Collocation are available within the interval specified in **subsection (b)** below. If space is not available for Physical Collocation, Ameritech shall specify in its Collo Response to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Requesting Carrier’s (and, if applicable, each Resident Collocator’s) payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier’s Collo Order for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intraoffice facilities will be made available.

(b) Ameritech shall deliver its Collo Response to Requesting Carrier within the following intervals, which intervals commence on the day after Ameritech receives a complete and accurate Collo Order:

<u>Number of Collo Orders Submitted within Five (5) Business Days</u>	<u>Collo Response Interval</u>
1-5	Ten (10) Business Days
6-10	Fifteen (15) Business Days
11-15	Twenty (20) Business Days

If Requesting Carrier submits sixteen (16) or more Collo Orders within five (5) Business Days, the Collo Response Interval will be increased by five (5) Business Days for every five (5) additional Collo Orders or fraction thereof.

XII.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response to Requesting Carrier notice of such immediate availability.
- (b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech's written consent, Requesting Carrier must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Requesting Carrier wishes to modify or change its Collo Request, Requesting Carrier must sign or initial any such modifications or changes and provide Ameritech a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Requesting Carrier's Collocation space until it receives a change order to amend the Collo Request or written confirmation that Requesting Carrier does not wish to pursue such change or modification. Failure to provide Ameritech the change order or written confirmation within the foregoing five (5) Business Day period shall be deemed a Requesting Carrier Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.
- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's Collo Order, (ii) ninety (90) days from the date of the initial walk-through and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "**Delivery Date**").
- (d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- (e) If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and Requesting Carrier is unable to begin

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installing its equipment (i.e., the defects are material) and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available for installation of equipment.

- (f) Ameritech may begin billing recurring charges for the Collocated space on the date such space is made available for occupancy (the "**Occupancy Date**"). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection with Ameritech and/or access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(f)**, Requesting Carrier (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**.
- (h) At Requesting Carrier's request Ameritech shall provide for APCS and Shared Caged Collocation, within three (3) months after receiving Requesting Carrier's (and, as applicable, each Resident Collocator's) Initial COBO Payment or such other reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within the foregoing period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the later of (i) the walk-through and (ii) the receipt of Requesting Carrier's Collo Order.
- (i) After Ameritech completes its preparation of the Physical Collocation space, Requesting Carrier and Ameritech will complete an acceptance

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walk-through. Major exceptions that are noted during this acceptance walk-through shall be corrected by Ameritech within thirty (30) days after the walk-through while minor exceptions shall be corrected as soon as possible, commensurate with the materiality of such exceptions. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier. Unless the corrections of these exceptions delay the ability of Requesting Carrier to install its equipment beyond the Delivery Date, Requesting Carrier shall not be entitled to a credit under **Section 12.12.2(e)** above.

XII.12.3 Virtual Collocation.

- (a) If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response if the space requested is available.
- (b) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's Collo Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "**Delivery Date**") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days after the initial walk-through.
- (c) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.
- (d) Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Requesting Carrier, at the rates provided at Item VII of the Pricing Schedule.

XII.13 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures and other

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Collocation charges on a pro-rated basis so that if Requesting Carrier is the first collocater in a particular Ameritech Premises, it will not be responsible for the entire cost of site preparation (unless Requesting Carrier occupies all space conditioned); provided, however, that Requesting Carrier shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

XII.14 Billing. Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

XII.15 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

XII.16 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

XII.17 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:

XII.17.1 Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

XII.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

XII.17.3 For secured Physical Collocation arrangements, Ameritech shall furnish the Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Requesting Carrier space, subject to **Section 12.7.2** and **Article XX**.

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XII.17.4 For APCS and Shared Caged Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation.

XII.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

XII.17.6 For APCS and Shared Caged Collocation, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting Carrier 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 Requesting Carrier shall immediately provide Ameritech with such new keys.

XII.17.7 Ameritech shall use its existing power back up and power recovery plan in accordance with its standard policies for the specific Central Office.

XII.18 Default. If Requesting Carrier or the Primary Collocator, if different, defaults in any payment due for Collocation, or violates any provision contained in this Article XII, and such default or violation is not cured within thirty (30) days after Requesting Carrier's receipt of notice thereof, Ameritech may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation space, expel Requesting Carrier and any of its Resident Collocators, remove all property within the Collocation space and terminate services to such Collocation space, in each case without prejudice to any other remedies Ameritech might have. Ameritech may also refuse additional requests for service and/or refuse to complete any pending orders for additional space or service by Requesting Carrier at any time thereafter.

ARTICLE XIII NUMBER PORTABILITY -- SECTION 251(b)(2).

XIII.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. For purposes of this **Article XIII**, "**Party A**" means the carrier from which a telephone number is ported, and "**Party B**" means the carrier to which a telephone number is ported.

XIII.2 Long Term Number Portability ("LNP"). The Parties agree to provide LNP on a reciprocal basis using Location Routing Number (LRN) as the means to port and route calls to ported numbers in accordance with the FCC and Commission guidelines applicable to LNP.

XIII.3 Ordering and Provisioning LNP.

XIII.3.1 Ameritech shall provide access to, and Requesting Carrier shall use, the Provisioning EI described in **Section 10.3.2(a)** for the transfer and receipt of data necessary for the (i) retrieval of Customer Service Records (“CSR”) and (ii) ordering and provisioning of Ameritech-provided LNP.

XIII.3.2 Requesting Carrier shall establish the Provisioning EI on or before the Service Start Date, so that it will submit all requests for CSRs and all orders for LNP through Ameritech’s Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in **Section 10.13.2(b)**.

XIII.3.3 Requesting Carrier shall provide access to, and Ameritech shall use, an EDI interface (the “**RC EDI Interface**”) for the transfer and receipt of data necessary for Ameritech to request and retrieve Requesting Carrier’s Customers’ CSRs, and for the ordering and provisioning of Requesting Carrier-provided LNP. Within thirty (30) days of the Effective Date, Requesting Carrier must provide Ameritech with the proper documentation regarding the functionality of RC EDI Interface, the EDI specifications, including mapping, and any training and support documentation necessary to utilize the EDI interface.

XIII.4 Customer Service Record (“CSR”).

XIII.4.1 Availability. Upon request, each Party will make available its Customers’ CSRs to the requesting Party. A CSR is available when a Party has obtained current authority from the Customer.

XIII.4.2 CSR Retrieval. CSRs will be delivered to the requesting Party within five (5) Business Days of receipt by the other Party of the CSR retrieval request.

XIII.4.3 CSR Data Elements. Each CSR provided must include, but is not limited to, the following information:

- a) Customer Account Name;
- b) Customer Account Telephone Number(s);
- c) Customer Listing information;

- d) Customer billing information;
- e) Customer services and equipment to enable a determination of what types of service the Customer has;
- f) Customer Circuit information;
- g) Customer PIC and 2PIC carrier identification; and
- h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

XIII.4.4 CSR Coding. In the event a Party uses non-English or TC specific coding for CSR information, such Party must provide a glossary describing all terms on the CSR.

XIII.5 Other Number Portability Provisions.

XIII.5.1 Each Party shall disclose to the other Party, upon request, any technical or any capacity limitations that would prevent LNP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIII.5.2 Neither Party shall be required to provide LNP for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services, FX Service, coin telephone numbers and mass calling NXXs) under this Agreement.

XIII.5.3 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed on a nondiscriminatory basis.

XIII.5.4 Party A may cancel any line based calling cards associated with ported or disconnected numbers.

XIII.5.5 Each Party will be responsible for updating information in the Line Information Database (LIDB).

XIII.5.6 To obtain LNP, a Customer must remain within the same rate center or rate district, whichever is a smaller geographic area.

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XIII.5.7 Each Party will be responsible for providing information on ported numbers to the ALI database for 911 service. Each Party agrees to utilize the unlock and migrate process in order to provide uninterrupted 911 service to the Customer.

XIII.5.8 Each Party will provide 911 trunking for each NPA-NXX in which it has ported numbers.

XIII.5.9 Ameritech will offer both coordinated and non-coordinated cutovers. Any coordinated cutovers requested out of normal business hours will be subject to overtime and time and material charges. Additionally, if after the Effective Date Ameritech offers a Ten Digit Trigger, Ameritech will charge for all coordinated cutovers for LNP.

XIII.5.10 In the event the Requesting Carrier does not provide the subscription verification to the Number Portability Administration Center (NPAC) within the T-1 and T-2 timers defined in the NPAC requirements and Ameritech's subscription is cancelled, Requesting Carrier will be considered not to have submitted a valid order and will have to submit a revision to change the Due Date on the order.

XIII.5.11 Each Party will be responsible for testing its own network prior to reporting trouble to the other Party. In the event that a trouble is reported to Ameritech and the trouble is found not to be within Ameritech's network, Ameritech will charge Requesting Carrier its then-current time and material charges for the resolution of the trouble.

XIII.5.12 Requesting Carrier must have ordered, implemented, tested and turned up interconnection trunks prior to ordering LNP from Ameritech.

XIII.5.13 Once a number has been ported from Ameritech, Ameritech will no longer be responsible for payment of Reciprocal Compensation for any calls originated from that number.

XIII.5.14 Ameritech will charge Requesting Carrier for any supplemental or different versions of an original order submitted to Ameritech. Additionally, Ameritech will also charge Requesting Carrier for orders submitted that are subsequently cancelled.

XIII.5.15 In the event that Ameritech has begun, partially completed, or fully completed a conversion for LNP and Requesting Carrier asks that Ameritech restore service back to Ameritech's network, Ameritech will charge Requesting Carrier on a time and materials basis for restoring service. Additionally, Requesting Carrier shall cooperate with Ameritech to restore the service.

XIII.5.16 Ameritech will disconnect all directory listing and advertising associated with ported or disconnected numbers.

XIII.6 Intervals. Each Party shall meet the following intervals, which intervals commence on the day such Party receives a complete and accurate LNP order via the Provisioning EI or EDI interface, whichever is applicable:

<u>Order Type</u>	<u>EDI FOC Interval</u>	<u>LNP Interval Following FOC Delivery</u>
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and First Number Ported in NPA-NXX	1 Business Day	4 Business Days Following FOC Delivery
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and NOT First Number Ported in NPA-NXX	1 Business Day	2 Business Days Following FOC Delivery
LNP Orders Accompanying Unbundled Loop Orders and Affecting Fewer Than 15 Lines Or Numbers	Longer of the Loop or LNP FOC Interval	Longer of the Loop or LNP Due Date Interval
LNP Orders for Only Part of an Account (With or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery
LNP Orders Affecting More Than 15 Lines or Numbers (With Or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery

XIII.7 LNP Conversion Dispute.

XIII.7.1 In the event that Requesting Carrier ports a Customer’s telephone number without such Customer’s knowledge or proper authorization, Ameritech will charge Requesting Carrier the Unauthorized Switching charge described in **Schedule 10.11.2**. Requesting Carrier also will cooperate to switch the service back to Ameritech in as expedient a manner as requested by Ameritech, notwithstanding normal LNP intervals. Additionally Ameritech will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

XIII.7.2 If any disputes should occur concerning LNP conversion, the Parties will handle the disputes in accordance with the dispute resolution procedures described in **Section 10.11.2**.

XIII.8 Pricing for LNP. Ameritech will recover its costs associated with LNP via the Customer surcharge and LNP query services as specified in the FCC's Third Report and Order on Telephone Number Portability. Requesting Carrier agrees not to charge Ameritech nor any Ameritech Affiliate, subsidiary or Customer for recovery of Requesting Carrier's costs associated with LNP.

XIII.9 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of any NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive serve from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another.

ARTICLE XIV

DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its Customers for the provision of Directory Assistance service in conjunction with Telephone Exchange Service and Exchange Service provided by Requesting Carrier to Customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

ARTICLE XV

DIRECTORY LISTINGS -- SECTION 251(b)(3)

XV.1 Directory Listings For Requesting Carrier Resale Customers. Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers served through Resale Services ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

XV.1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge Requesting Carrier

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for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

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

XV.1.3 Publisher shall provide Requesting Carrier with a copy of the Primary Listings prior to publication. Both Parties shall use their best efforts to ensure the accurate listing of such information.

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

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

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

XV.2 Listing and Listing Updates. Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

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

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

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

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

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

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

XV.3 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Requesting Carrier.

ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

XVI.1 Structure Availability.

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XVI.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, "**Structure**") for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, "**Attachments**"). "**Rights-of-way**" means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Requesting Carrier'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 Ameritech owns and controls Structure or interests therein.

XVI.1.2 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, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier 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.

XVI.2 Franchises, Permits and Consents. Requesting Carrier 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 Ameritech Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

XVI.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify

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its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where 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 or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”)

XVI.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Requesting Carrier’s Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

XVI.3.2 If Requesting Carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Requesting Carrier but will be required to make the Right-of-way available to Requesting Carrier to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Requesting Carrier’s Attachments.

XVI.3.3 The costs of modifying a Structure to accommodate Requesting Carrier’s request, an existing or prospective attaching party’s request, or the needs of Ameritech, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate Requesting Carrier 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 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, including 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, including Requesting Carrier. If an attaching party, including Ameritech, makes an Attachment to the Structure 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.

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XVI.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including 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.

XVI.4 Installation and Maintenance Responsibility. Requesting Carrier 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 Ameritech or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

XVI.5 Installation and Maintenance Standards. Requesting Carrier'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 FCC, 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.

XVI.6 Implementation Team. The Implementation Team shall develop cooperative procedures for implementing the terms of this **Article XVI** and to set out such procedures in the Implementation Plan.

XVI.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

XVI.8 Unused Space. Except for maintenance ducts as provided in **Section 16.9** and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Requesting Carrier, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by

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Applicable Law to attach. Requesting Carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Requesting Carrier 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.

XVI.9 Maintenance Ducts. If currently available, 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 Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

XVI.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

XVI.11 Other Arrangements. Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

XVI.12 Cost of Certain Modifications. If 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 Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Requesting Carrier's expenses. If a move of Requesting Carrier's Attachment is required by Ameritech or another attaching party, Requesting Carrier shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If Requesting Carrier fails to move its Attachment within the foregoing period, Requesting Carrier authorizes Ameritech to move such Attachment.

XVI.13 Maps and Records. Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to Requesting Carrier. Ameritech does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by Requesting Carrier and such materials may not be resold, licensed or distributed to any other person.

XVI.14 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if

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Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier 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 Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier 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 eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting Carrier's expense. If Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to 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 such unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

XVI.15 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structure. Requesting Carrier shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

XVI.16 Damage to Attachments. Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in **Article XXV**, the Party damaging the Attachments of the other Party shall be responsible to such other Party therefor.

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XVI.17 Charges. 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, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Requesting Carrier for map preparation, field surveys and Make-Ready Work.

XVI.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

XVI.19 Interconnection.

XVI.19.1 Upon request by Requesting Carrier, Ameritech will permit the interconnection of ducts or conduits owned by Requesting Carrier in Ameritech manholes. However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Requesting Carrier's request for interconnection is possible.

XVI.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on 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 reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

XVI.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

XVI.20 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

XVI.21 Structure Access Center. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be Requesting Carrier's single point of

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contact for all matters relating to Requesting Carrier's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

XVI.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 Ameritech owns or controls Structure to which Requesting Carrier 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 thereto. 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.

XVI.23 Abandonments, Sales or Dispositions. Ameritech shall notify Requesting Carrier 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, Ameritech shall condition the sale or other disposition to include and incorporate the rights granted to Requesting Carrier hereunder.

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("**Referral Announcement**") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the first Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

XVIII.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the

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Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "**Implementation Team**") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

XVIII.2 Interconnection Maintenance and Administration Plan. Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Requesting Carrier and Ameritech shall have jointly developed a plan (the "**Plan**") which shall define and detail:

- (a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

XVIII.3 Implementation Plan. Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the "**Implementation Plan**"), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;

- (3) Escalation procedures for ordering, provisioning and maintenance;
- (4) Single points of contact for ordering, provisioning and maintenance;
- (5) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;
- (6) Procedures and processes for Directories and Directory Listings;
- (7) Training and the charges associated therewith;
- (8) Billing procedures; and
- (9) Guidelines for administering access to Ameritech's Structure.

XVIII.4 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

XVIII.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties shall discuss their respective performance under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the products and services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

XVIII.6 Operational Review. Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

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- (a) Interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders of Requesting Carrier Customers for Resale Services are successfully completed;
- (b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders for unbundled Loops are successfully completed;
- (c) Review of all agreed-upon performance standards; and
- (d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

XIX.1 Compliance with Implementation Schedule. Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule set forth on **Schedule 2.1**.

XIX.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

XIX.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 parties 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.

XIX.4 Environmental Hazards. Each Party will be solely responsible at its 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.

XIX.5 Forecasting Requirements.

XIX.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.

XIX.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and/or volume requirements for all products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed “**Proprietary Information**” under Article XX.

XIX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by Section 19.5.2, a Party that is required pursuant to this Agreement to provide a forecast (the “**Forecast Provider**”) or a Party that is entitled pursuant to this Agreement to receive a forecast (the “**Forecast Recipient**”) with respect to traffic and/or volume requirements for the products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, may request that the other Party establish a forecast (a “**Binding Forecast**”) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.3 shall be deemed “**Proprietary Information**” under Article XX.

XIX.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 **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. 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.

XIX.7 Traffic Management and Network Harm.

XIX.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

XIX.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

XIX.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

XIX.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, 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.

XIX.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

XIX.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

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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.

XIX.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.

XIX.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

XIX.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

XIX.13 Cooperation. 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.

XIX.14 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

XIX.15 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.

XIX.16 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.

ARTICLE XX PROPRIETARY INFORMATION

XX.1 Definition of Proprietary Information.

XX.1.1 "Proprietary Information" means:

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

XX.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.

XX.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.”**

XX.2 Disclosure and Use.

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

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

XX.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.

XX.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.

XX.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

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- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

XX.3 Government Disclosure .

XX.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.

XX.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.

XX.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

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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.

XX.4 Ownership.

XX.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.

XX.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 Derivative 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.

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

ARTICLE XXI TERM AND TERMINATION

XXI.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until October 12, 2002 (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a "**Renewal Term**"; "**Renewal Term**" and "**Initial Term**" sometimes collectively referred to herein as the "**Term**") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

XXI.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in Section 21.1, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

XXI.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 27.3 and it shall be resolved in accordance with the procedures established in Section 27.3.

XXI.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.

**ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES 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.

**ARTICLE XXIII
SEVERABILITY**

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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 XXIV INDEMNIFICATION

XXIV.1 General Indemnity Rights. A 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 Indemnifying Party’s use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”) for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s Customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party’s or an Indemnified Party’s Customer’s use of a service provided under this Agreement; provided, however, that an Indemnifying Party’s obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party

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or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

- (d) 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.

XXIV.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

XXIV.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXIV, 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

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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 XXV LIMITATION OF LIABILITY

XXV.1 Limited Responsibility. A 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 nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

XXV.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.

XXV.3 Limitation of Damages. Except for indemnity obligations under Article XXIV, a 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 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.

XXV.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party

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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 25.5). 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 described in this Section 25.4.

XXV.5 Consequential Damages. In no event shall a 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 24.1 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.

XXV.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 XXVI BILLING

XXVI.1 Billing. Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Article XXVI and the Implementation Plan.

XXVI.2 Recording. To the extent technically feasible, the Parties shall record call detail information associated with calls originated or terminated to the other Party as specifically required herein.

XXVI.3 Payment of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the “**Bill Due Date**”). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party’s bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If

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such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

XXVI.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, "**Past Due**"), then a late payment charge shall be assessed. Past Due amounts shall accrue interest as provided in **Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

XXVI.5 Adjustments.

XXVI.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

XXVI.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("**Underbilled Charges**"); provided, however, that, except as provided in **Article XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

XXVI.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made and available.

ARTICLE XXVII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

XXVII.1 Audit Rights.

XXVII.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 annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to 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 Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the 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 annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

XXVII.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party’s bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent 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.

XXVII.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

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

XXVII.1.4 Audits shall be at Auditing Party's expense, 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.

XXVII.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 27.1.1**. Any additional audit shall be at the requesting Party's expense.

XXVII.2 Disputed Amounts.

XXVII.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 "**Non-Paying Party**") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, except as provided in **Section 27.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

XXVII.2.2 Disputed Amounts in escrow shall be subject to interest charges as set forth in **Section 26.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, (i) the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the second Bill Due

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Date after the resolution of the Dispute and (ii) the escrowed Disputed Amounts shall be released to the Non-Paying Party, together with any accrued interest thereon. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, (x) the escrowed Disputed Amounts and any accrued interest thereon shall be released to the Billing Party and (y) the Non-Paying Party shall no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of interest charges such Billing Party is entitled pursuant to **Section 26.6**. In no event, however, shall any interest charges be assessed on any previously assessed interest charges.

XXVII.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within five (5) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts 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 Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. 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.

XXVII.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to **Section 27.2.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

XXVII.2.5 The Parties agree that all negotiations pursuant to this **Section 27.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

XXVII.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account, (iii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iv) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party

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does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new, or complete pending, orders; and/or
- (d) discontinue service.

Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) subsections (c) and (d) above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may apply.

XXVII.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. 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 within five (5) Business Days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

XXVII.5 Equitable Relief. Notwithstanding the foregoing, this **Article XXVII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVII**.

**ARTICLE XXVIII
REGULATORY APPROVAL**

XXVIII.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. 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.

XXVIII.2 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 legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

XXVIII.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 28.2**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), 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.

XXVIII.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are "**interim rates**" established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

**ARTICLE XXIX
MISCELLANEOUS**

XXIX.1 Authorization.

XXIX.1.1 Ameritech Wisconsin, validly existing and in good standing under the laws of the State of Wisconsin, has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

XXIX.1.2 Requesting Carrier 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. Requesting Carrier represents and warrants to Ameritech that it has been or will be certified as an LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide in the State of Wisconsin the services contemplated hereunder prior to submission of orders for such service.

XXIX.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 co-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.

XXIX.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 (i) the performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' compliance with the terms, conditions and restrictions of this Agreement.

XXIX.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.

XXIX.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or delays caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

XXIX.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

XXIX.7 Taxes.

XXIX.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party’s corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

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XXIX.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

XXIX.8 Non-Assignment. (a) Requesting Carrier may not 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 Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to its Affiliate by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Requesting Carrier may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with Ameritech under Sections 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

(b) As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under, or consented to by Ameritech pursuant to, this **Section 29.8**, Requesting Carrier agrees to reimburse Ameritech for any costs incurred by Ameritech to accommodate or recognize under this Agreement the successor to or assignee of Requesting Carrier, including any requested or required (i) modification by Ameritech to its Operations Support Systems, databases, methods and procedures and records (e.g., billing, inventory, interfaces and etc.) and (ii) network/facilities rearrangement. Ameritech shall have no obligation to proceed with such activities until the Parties agree upon the charges that apply to such activities.

XXIX.9 Non-Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. 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.

XXIX.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,

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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 29.10**, to the following addresses of the Parties:

To Requesting Carrier:

TallGrass Communications, Inc.
1 South 450 Summit Avenue
Oakbrook Terrace, Illinois 60181
Attn: Peter Lynch, President and Chief Executive Officer
630-889-9900
Facsimile: 630-620-6953

To Ameritech:

SBC Contract Administration
311 South Akard, 9th Floor
Four Bell Plaza
Dallas, Texas 75202-5398
Attn: Notices Manager
Facsimile: 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) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile.

XXIX.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.

XXIX.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

XXIX.13 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

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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.

XXIX.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

XXIX.15 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, XXIV, and XXV, and Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 21.4, 27.2, 27.3, 29.7, 29.11, and 29.14.

XXIX.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. 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.

XXIX.17 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.

XXIX.18 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. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Section 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. 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. This Agreement may only be modified by a writing signed by an officer of each Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the January _____, 2001 (Effective Date).³

**TALLGRASS
COMMUNICATIONS, INC.**

**AMERITECH
WISCONSIN by SBC
TELECOMMUNICATIONS, INC. ITS
AUTHORIZED AGENT**

By:

By:

Printed: _____

Title: _____

Printed:

Date: _____

Title: _____

Date:

Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean January ____, 2001. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated October 13, 1999 by and between Ameritech Wisconsin and Northpoint Communications, Inc. (the Northpoint Agreement"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(i) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the Northpoint Communications, Inc. Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement

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under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the Northpoint Communications, Inc. Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of Section 9.2 of this Agreement, and Section 29.3 of this Agreement, and/or to seek appropriate legal and/or equitable relief.

SCHEDULE 1.2

DEFINITIONS

“**800**” means 800, 888 and any other toll-free NPA established by the FCC.

“**9-1-1**” means the services described in Section 3.9.

“**9-1-1 Control Office Software Enhancement Connection Charge**” is as defined in Section 3.9.2(e).

“**Access Toll Connecting Trunks**” is as defined in 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.

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

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

“**Affiliate**” is As Defined in the Act.

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

“**Applicable Law**” is as defined in Section 19.2.

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

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

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

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

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

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

“Bellcore” means Bell Communications Research, Inc.

“Binding Forecast” is as defined in Section 19.5.3.

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

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

“Bona Fide Request” means the process described on Schedule 2.2.

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

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

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

“**Carrier of Record**” is as defined in Section 10.11.3.

“**CCS**” means one hundred (100) call seconds.

“**Central Office**” means a building or space within a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

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

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

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

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

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

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

“**COBO**” is as defined in Section 12.12.2(b).

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“**Collo Order**” is as defined in Section 12.12.1.

“**Collo Proposal**” is as defined in Schedule 12.12, Section 2.1.

“**Collo Response**” is as defined in Section 12.12.1.

“**Collocation**” is As Described in the Act.

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

“**Commission**” or “**PSCW**” means the Public Service Commission of Wisconsin.

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

“**Consequential Damages**” is as defined in Section 25.5.

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

“**Contract Services**” is as defined in Section 10.1.2.

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

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

“**Cross-Connect**” or “**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 (i.e., frame) of the other Party which provides

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such Collocation.

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

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

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

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

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

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.12.2(b) and 12.12.3(c).

“Derivative Information” is as defined in 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.

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

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

“Disclosing Party” is as defined in Section 20.1.1.

“Dispute” is as defined in Section 27.3.

“Disputed Amounts” is as defined in Section 27.2.1.

“Documentation of Authorization” is as defined in Schedule 10.11.1.

“DSL” means Digital Subscriber Line.

“Effective Date” is the date indicated in the Preamble.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

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

“equal in quality” is as defined in Section 3.6.

“Exchange Access” is As Defined in the Act.

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

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

“FCC” means the Federal Communications Commission.

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

“Force Majeure Event” is as defined in Section 29.5.

“Forecast Provider” is as defined in Section 19.5.3.

“Grandfathered Services” is as defined in Section 10.3.1.

“Hazardous Substances” is as defined in Section 19.4.

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

“Implementation Plan” is as defined in Section 18.2.

“Implementation Team” is as defined in Section 18.1.

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act.
“Information Service” 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 Term” is as defined in Section 21.1.

“Insufficient Capacity” is as defined in 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

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

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

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in Section 2.1.

“Interexchange Carrier” or “IXC” means a carrier that provides interLATA or intraLATA Telephone Toll Services.

“Interim Telecommunications Number Portability” or “INP” is as described in the Act.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all intraLATA calls other than Local Traffic calls.

“ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

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

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case

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of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

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

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

“Local Traffic” means those local service area calls as defined by the Commission; provided, that in no event shall Local Traffic include any traffic originated on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

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

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

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

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

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

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

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

“**Network Element**” is As Defined in the Act.

“**Non-Electronic Order**” is as defined in Section 10.13.2(b).

“**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 Section 12.12.2(e).

“**Optical Line Terminating Multiplexor**” or “**OLTM**” is as defined in Section 3.3.

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

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

“Preparation Charges” means those charges applicable to the preparation of Ameritech’s Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

“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 Section 20.1.1.

“Provisioning EP” is as defined in Section 10.13.2(a).

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

“Publisher” means Ameritech’s White Pages Directories publisher.

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

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Requesting Carrier Directory Customer” is as defined in Section 15.1.

“Resale Implementation Questionnaire” means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that Requesting Carrier can be established in Ameritech’s internal system, a copy of which has been provided to Requesting Carrier.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of Part 22 Section 1 of PSCW.

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

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

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

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

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Wisconsin to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

“Serving Wire Center” means the Ameritech Wire Center which would normally serve the Customer location with Ameritech’s basic exchange service.

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

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

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

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

“Synchronous Optical Network” or **“SONET”** means an optical interface

standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“technically feasible point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

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

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

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

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in Section 10.11.2(a).

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech’s or Requesting Carrier’s) would violate any local or state law, rule or ordinance (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or voids Ameritech’s warranty on proximate equipment.

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“Virtual Collocation” is As Defined in the Act.

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

“Wire Center” means the Premises of a Party at which all Local Loops within a defined geographic area are converged. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

“Withdrawn Services” is as defined in Section 10.3.2.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Wisconsin

1. Interconnection

||||

		Amerite	Requesti	In
	ch		ng Carrier	terconnection
ATA	L	Intercon	Interconnection	Ac
		nection	Central	tivation Date*
		Central	Office (RICO)	
		Office (AICO)		

||||

2. Access to unbundled Network Elements.

The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.4 and Schedule 12. Ameritech's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Interconnection Agreement.”

* Notwithstanding anything contrary in this Agreement, compliance with the Interconnection Activation Dates shall be subject to the requirements of Section 3.4.3 and any Requesting Carrier Delaying Event.

SCHEDULE 2.2

BONA FIDE REQUEST

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

2. A Bona Fide Request shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1 and, if applicable, shall include Requesting Carrier's \$2,000 deposit described in Section 6.

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

4. Within thirty (30) days (the "Preliminary Analysis Period") of its receipt of all information required to be provided on the Bona Fide Request Form, Ameritech shall provide to Requesting Carrier a preliminary analysis (the "Preliminary Analysis") of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The Preliminary Analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development ("Bona Fide Request Quote"). Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5. Within thirty (30) Business Days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide

Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under Section 27.3.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the Preliminary Analysis of the Bona Fide Request during the Preliminary Analysis Period. Requesting Carrier may either:

(a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the Preliminary Analysis Period will not exceed \$2,000, or

(b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the Preliminary Analysis Period.

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

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

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

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under Section 27.3.

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the "Request") (use additional sheets of paper, if necessary).

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- 3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its name.

- 4) Is the Request currently available from Ameritech or any other source? If yes, please provide source's name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

- 5) Is there anything custom or specific about the manner that you would like this Request to operate?

- 6) If possible, please include a drawing or illustration of how you would like the Request to operate and/or interface with Ameritech's network, premises or other facilities.

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- 7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

- 8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, properly identify any information you consider confidential, if and as required by **Article XX** of your applicable Interconnection Agreement.

- 9) List the specific Central Offices and/or Wire Centers or other points of Interconnection or access where you want the Request deployed (use additional sheets of paper, if necessary).

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- 10) What is the expected demand of the Request for each location (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

Location	Estimate of demand/units
_____	_____
_____	_____
_____	_____

- 11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

- 12) Please indicate any other information that could assist Ameritech to evaluate your Request (use additional sheets of paper, if necessary).

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13) Please classify the nature of your Request (Check one).

Request for Interconnection.

Request for access to an unbundled network that is not currently provided to you.

Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.

Request for a new or custom dialing parity arrangement.

New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

15) Preliminary analysis cost payment option (Check one).

\$2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.

No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed

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with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393

ANSI T1.413-1995 Specifications, updated (1998) Issue 2

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 T1E1 Committee Technical report Number 28

ANSI T1.601-1998 for ISDN.

Interoffice Transmission Facilities

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

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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 Interface Combinations, Issue 1, February 1991

Performance Standards

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-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 TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995

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

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- 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 3.8

INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Trunk Provisioning Intervals

1.1 Number of End Office

<u>Trunks Per Order Per Day</u>	<u>Interval</u>
1-48	14 days
49-96	15 days
97 +	Negotiated

1.2 New Trunk Groups to Tandem(s) Negotiated

2.0 Trunking Grade of Service

Blocking Standards

<u>Traffic Type</u>	<u>Measurement</u>
Exchange Access Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
All Other Final Trunk Group Traffic	1% (0.01)

3.0 Trunk Restoral

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

The Parties agree that additional Interconnection Performance Benchmarks may

be agreed upon by the Implementation Team. However, if any additional Interconnection Performance

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Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

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

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech

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Entrance Facility

Ameritech

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

(Please initial) _____ Requesting Carrier hereby agrees to bill and collect for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this Schedule 7.1.

1.0 DEFINITIONS

"555" is a service in which Providers offer information services for a fee to Customers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Customers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

"Adjustments" are dollar amounts that are credited to a Customer's account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

"Ancillary Services" include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

"Customer" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or "CPP Cellular" is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Calling Party Pays Paging" or "CPP Paging" is a service where a Customer placing a call to a pager agrees to pay the charges for the call.

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Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Customer.

"Uncollectibles" are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoured back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the call information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in Exhibit A. In the case where Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information as specified in Exhibit A for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in the Ancillary Services Billing and Collection Service Guidelines ("Guidelines"). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting Carrier shall bill all calls within thirty (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for

the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier (“Collection Services”). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier’s Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in Section 6.0 of this Schedule 7.1;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in Section 5.0 of this Schedule 7.1;
- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer’s bill.

2.3 Administration

A description of the process flow, record types, and report format for the Settlement process under this Schedule 7.1 is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in Exhibit D.

4.0 CHANGES TO PROVIDER’S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under Section 3.0 of this Schedule 7.1;
- b. Amounts declared Uncollectible as provided in Section 7.0 of this Schedule 7.1;
- c. Adjustments as provided in Section 6.0 of this Schedule 7.1;
- d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in Section 26.4 of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

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Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Requesting Carrier: Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in Exhibit D.

EXHIBIT A

Daily Usage Information

Ameritech will send daily usage tapes, in EMR standard format, to Requesting Carrier containing the following message information for services specified in this Agreement:

- **date of the call**
- **calling number**
- **called number**
- **duration of call**
- **charge for the call excluding taxes**
- **identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)**

EXHIBIT B

Requesting Carrier Compensation

Rate per billed message:

\$0.03

EXHIBIT C

Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Requesting Carrier within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Requesting Carrier 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT D

General Information on Blocking

- **Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.**
- **Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.**
- **Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.**
- **Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.**
- **Collect and person-to-person calls to CPP/C and CPP/P are not allowed.**
- **Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.**
- **976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.**
- **Call Blocking will be provided only where CO facilities permit.**
- **Call Blocking may not be limited to specific programs.**
- **Call Blocking does not block calls to other telephone companies' numbers.**
- **Call Blocking does not block long distance charges.**
- **Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.**
- **The first time a Customer specifically disputes Pay-Per-Call charges,**

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Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier access to the Unbundled Local Loop types described on this **Schedule 9.2.1** unbundled from Local Switching and Interoffice Transmission Facilities.

“2-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 2W”** 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 the MDF in the Ameritech Serving Wire Center and the Customer premises. Analog 2W are technically sufficient to provide PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“4-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 4W”** 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, Ameritech Unbundled Analog Loops.

“2-Wire ISDN 160 Kbps Digital Unbundled Local Loop” or **“BRI-ISDN”** 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) unbundled Loop which meets national ISDN standards and conforms to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN) and ANSI T1.601-1998 for ISDN.

“2-Wire ADSL-Compatible Unbundled Local Loop” or **“ADSL 2W”** is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1998 non-overlapped mode only per Annex F and AM TR--TMO-000123. An ADSL 2W terminates in a 2-wire electrical interface at the Customer premises and at the MDF in the Ameritech Serving Wire Center. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech’s Central Office. ADSL 2W are available only where existing copper facilities can meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications.

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“2-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 2W” is a transmission path that facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ITU Rec. G.991.1. HDSL 2W are available only where existing copper facilities can meet the ITU Rec. G.991.1 and AM-TR-TMO-000123 specifications or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 4W” is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ITU Rec. G.991.1 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the ITU Rec. G.991.1 or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire 64 Kbps Compatible Digital Unbundled Local Loop” or “4-Wire 64 Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech’s Serving Wire Center. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

“4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop” or “1.544 Mbps Digital” is a transmission path that 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 Ameritech’s Serving Wire Center. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00123.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2**.

1. Subject to **Section 1.4** below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated Interoffice Transmission Facilities (**“Dedicated Transport”**) are dedicated facilities connecting two Ameritech Central Offices that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. **“Unbundled dedicated entrance facility”** is a dedicated facility connecting (i) Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office and (ii) Ameritech’s transmission equipment in an Ameritech Central Office in the Serving Wire Center with Carrier’s transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities (**“Shared Transport”**) is a billing arrangement that provides Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one Customer or carrier.

1.4. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier’s Central Offices or (y) any other third party’s Central Offices, only where such interoffice facilities exist at the time of Requesting Carrier’s request.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Requesting Carrier may order, from Ameritech, multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are for (i) the same element, (ii) a single type of service (i.e., same NC/NCI code), (iii) a single location, and (iv) the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.

1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.

1.3 Ameritech shall provide a Single Point of Contact ("**SPOC**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Ameritech's unbundled Network Elements.

1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Ordering Center**") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (FOC) to Requesting Carrier as specified in this Schedule 9.5.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Network Element Control Center**" or "**NECC**") for all provisioning, maintenance and repair.

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1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the "**Confirmation Due Date**"), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.

1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.

1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.

1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.

1.10 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

1.11 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

1.12 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to

such orders, shall be as described in Section 10.13.2(b).

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office where that element exists. Each Unbundled Local Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to unbundled Loops at the Ameritech Serving Wire Center. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing copper or non-integrated Loop at no additional charge to Requesting Carrier. If, however, no spare copper or non-integrated Loop is available, Ameritech shall, within two (2) Business Days, notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then, at its discretion, submit a Bona Fide Request for Ameritech to provide Requesting Carrier access to the Unbundled Local Loop, including via the demultiplexing of the integrated digitized Loop(s).

2.1.3 If Requesting Carrier orders a Loop type and the Loop facility that exists at the time of such order does not meet the technical specifications or characteristics of the Loop type requested (including distance), Requesting Carrier shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under Sections 2.1.2 and 2.1.3 of this Schedule.

2.1.5 If Requesting Carrier requests Ameritech to provide an Unbundled Local Loop that supports a technical standard identified for an Unbundled Local Loop as set forth on Schedule 9.2.1, and the provision of such Unbundled Local Loop requires conditioning to meet such technical standard, Requesting Carrier shall first approve and then pay for any

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charges for Ameritech to condition such Loop. Conditioning charges shall be in addition to any other charges (e.g., monthly recurring, service order, etc.) applicable to the provisioning of such Unbundled Local Loop.

2.1.6 Ameritech makes no representation, warranty or guarantee and Requesting Carrier receives no representation, warranty or guarantee with respect to any unbundled Loops ordered by Requesting Carrier for the provision of DSL-based or other advanced services that do not conform to the technical standards described for each Unbundled Local Loop described on **Schedule 9.2.1**.

2.1.7 If Requesting Carrier provisions Unbundled Local Loop technologies described on **Schedule 9.2.1**, Requesting Carrier shall assume full and sole responsibility for any Loss, damage, service interruption or other service or product degradation effects and will indemnify and hold Ameritech harmless for any Loss to Ameritech or its facilities, including any Consequential Damages made upon Ameritech by any provider or telecommunications user if such Loss, damage, service interruption or other degradation effects, arises out of, or results from, the use of such unbundled Local Loop technologies. Further, Requesting Carrier agrees that it will undertake to defend Ameritech against and assume payment for any Loss arising out of any such Claims made against Ameritech resulting from Requesting Carrier's provisioning of services using such unbundled Loop technologies.

2.2 Provisioning of Unbundled Loops.

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

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the Provisioning EI. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Confirmation Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this

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Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Except as otherwise provided herein, Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Confirmation Due Date, a scheduled conversion date and time (the “**Scheduled Conversion Time**”) in the “**A.M.**” (12:00 midnight to 12:00 noon) or “**P.M.**” (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

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

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

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

2.2.6 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “**electronic bonding**” interface (EBI) and are handled by the Ameritech NECC. The NECC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech's Interoffice Transmission Facilities via Collocation at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier's Collocation space for an additional charge by means of a Cross-Connection. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request ("ASR") interface. If after the Effective Date Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

3.2 Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

3.2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier as described in **Section 1.1** of **Schedule 9.2.4**.

3.2.2 As a shared transmission path as described in **Section 1.3** of **Schedule 9.2.4**.

3.3 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

3.3.1 The transmission path at the requested speed or bit rate.

3.3.2 The following optional features are available; if requested by Requesting Carrier, at additional cost:

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

3.3.2.2 Ameritech provided Central Office multiplexing:

(a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;

(b) DS3 to DS1 multiplexing;

(c) OC3 Add/Drop
– per DS3 Add/Drop

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– per DS1 Add/Drop;

(d) OC12 Add/Drop
– per OC3 Add/Drop
– per DS3 Add/Drop; and

(e) OC48 Add/Drop
– per OC12 Add/Drop
– per OC3 Add/Drop
– per DS3 Add/Drop.

3.3.2.3 Ameritech-provided OC3, OC12 and OC48 Protection on Entrance Facilities.

- (a) 1+1 Protection;
- (b) 1+1 Protection with Cable Survivability; and
- (c) 1+1 Protection with Route Survivability.

3.3 Ameritech shall:

3.3.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport, or non-exclusive access to the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier, in the case of Shared Transport;

3.3.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

3.3.3 Permit, to the extent technically feasible, Requesting Carrier to connect such Interoffice Transmission Facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

3.3.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from Dedicated Transport.

3.4 Technical Requirements.

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This **Section 3.4** sets forth the technical requirements for Dedicated Transport:

3.4.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3) shall be dedicated to Requesting Carrier designated traffic.

3.4.2 Ameritech shall offer Dedicated Transport in all the currently available technologies including DS1 and DS3 transport facilities and SONET point-to-point transport facilities, at all standard transmission bit rates, except subrate services, where available.

3.4.3 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 Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.4 For DS3 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 Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.5 When requested by Requesting Carrier, 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. When physical diversity is requested by Requesting Carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Requesting Carrier). Any request by Requesting Carrier for diversity shall be subject to additional charges.

3.4.6 Upon Requesting Carrier’s request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Requesting Carrier’s traffic.

3.4.7 Ameritech shall offer the following interface transmission rates for Dedicated Transport:

3.4.7.1 DS1 (Extended SuperFrame - ESF, D4);

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3.4.7.2 DS3 (M13 shall be provided);

3.4.7.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.4.8 Upon Requesting Carrier's request, Ameritech shall provide Requesting Carrier with electronic reconfiguration control of a Requesting Carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

3.4.9 Ameritech shall permit, at applicable rates, Requesting Carrier to obtain the functionality provided by DCS together with dedicated transport in the same manner that Ameritech offers such capabilities to IXCs that purchase transport services. If Requesting Carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE ACTIVITIES

A. Non-DS1 Loops-Standard Intervals

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

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1.	Facilities Available	7 Business Days
2.	Facilities or Force Not Available	Negotiated Interval

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

**SCHEDULE 10.1
RESALE SERVICES**

The Resale Services provided hereunder are those Telecommunications Services set forth in the Resale Tariff(s). The interim rates, charges and prices for such Resale Services are as ordered by the Commission in Causes Nos. 39983 and 40571-INT-01 and shall be replaced by those rates, charges and prices established by the Commission in the Permanent Rate Docket (as defined in Footnote 1 of the Pricing Schedule).

SCHEDULE 10.1.2

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by Northpoint Communications, Inc., a Delaware corporation with offices at 303 2nd Street, San Francisco, CA 94107 (“Requesting Carrier”) to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Wisconsin (“**Ameritech**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of February __, 1999 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

With the submission by Requesting Carrier to Ameritech of any Service Order by which Requesting Carrier is assuming a contract for a Telecommunications Service that Ameritech provides to its Customer (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Requesting Carrier agrees to purchase for resale to the same Customer the Telecommunications Services described in each such contract, subject to the terms and conditions of such contract, including, any termination liability.

Requesting Carrier represents and warrants to Ameritech that, prior to submission of any Service Order for a Telecommunication Service available under an assumed contract, each existing retail contract between Ameritech and the Customer will have been assigned in writing to Requesting Carrier by the Customer in accordance with the provisions of such retail contract. Requesting Carrier agrees to defend, indemnify and hold Ameritech harmless from any and all Losses from any Claim by a third party, including a Customer, arising or relating to the assignment of the contract to Requesting Carrier.

ACCEPTED AND AGREED:

Requesting Carrier:

Signature:

Date:

SCHEDULE 10.9.2

RESALE PERFORMANCE BENCHMARKS

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

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

b. HICAP: Percentage of Missed Appointments

c. SUBRATE: Percentage of Missed Appointments

2. New Service Failures

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

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

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

B. Repair

1. Time to Repair

a. POTS: If and as required by the Commission, out-of-service in excess of twenty-four (24) hours

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

c. SUBRATE: Percentage of Repairs Not Completed within

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three and one-half (3½) hours

2. Percentage of Initial Trouble Reports
3. Percentage of Code 4 Troubles

C. Time to Provide Firm Order Confirmation

1. Switched Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within four (4) Business Days Receipt of accurate and valid Service Order.

2. HICAP Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within One (1) Business Day of Receipt of accurate and valid Service Order.

D. Speed of Answer - Measured on an aggregate basis of all calls placed to:

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds.

2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.

3. Operator Services: Toll Assistance Speed of answer (seconds).

4. Operator Services: Directory Assistance Speed of answer (seconds).

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SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION⁴

This Representation of Authorization is delivered by Party A, a _____ corporation with offices at _____ (“Party A”) to Party B, a _____ corporation with offices at _____ (“Party B”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of January __, 2001 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

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

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter (“**Letter**”) that explicitly authorizes Party A to have access to the prospective Customer’s CPNI. The Letter must be signed by the prospective Customer or the prospective Customer’s authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to

⁴ For purposes of this **Schedule 10.11.1**, “**Party A**” means the carrier requesting access to a prospective Customer’s CPNI and “**Party B**” means the Party that provides the CPNI. As provided in **Section 10.11.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.11.1**.

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Party A.

2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change (“**Documentation of Authorization**”), in each case that explicitly authorizes Party A to change such Customer’s PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer’s authorized representative. Party A need not submit the Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.

4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer’s PLEC.

5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.

6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.

7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B’s reliance upon Party A’s representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.

8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.

9. This Representation of Authorization shall commence on the date noted below and

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shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of _____ 2001.

PARTY A

By:

Title:

Printed Name:

SCHEDULE 10.11.2

**PROCEDURES FOR THE SELECTION OF PRIMARY
LOCAL EXCHANGE CARRIERS**

In the event that Requesting Carrier submits an order under this Agreement, and the Customer notifies Ameritech within the greater of ninety (90) days or two (2) billing cycles of the date Requesting Carrier submitted such order that it did not authorize Requesting Carrier to provide local exchange Telecommunications Services to the Customer, Requesting Carrier must provide Ameritech with that Customer's Letter or Documentation of Authorization within three (3) Business Days after receipt of Ameritech's request. In the event that Requesting Carrier cannot provide the Letter or Documentation of Authorization within three (3) Business Days, Requesting Carrier must within three (3) Business Days thereafter:

- notify Ameritech to change the Customer back to the Local Exchange Carrier that provided service to the Customer before the change to Requesting Carrier was made, and
- provide any information and billing records Requesting Carrier has obtained relating to such Customer to the prior carrier; and
- pay Ameritech \$50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

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

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

3.0 Annoyance Call Bureau.

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

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

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

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

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and

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even testify in court on behalf of Requesting Carrier Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Requesting Carrier shall contact the AACB to renew the trap beyond twenty-one (21) days.

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

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

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

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

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

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

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously

monitor phone calls (e.g., conversations or data) of Requesting Carrier Customers.

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

5.0 Pen Register (Dial Number Recorder).

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

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

6.0 Trace.

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

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

7.0 Subpoena Management.

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

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

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

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

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

1. Ameritech shall provide repair, maintenance, and testing (except for unbundled Loops as provided in **Section 9.9.1**), for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**.

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

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

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

5. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech, Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6. Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will

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provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier via the Maintenance EI. Ameritech shall inform Requesting Carrier of restoration of Resale Service after an outage has occurred.

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

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

10. Upon receiving a referred trouble from Requesting Carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. For expedites, Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for its retail Customers. If Ameritech is unable to meet a Requesting Carrier expedited request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

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

(a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;

(b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

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(c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

12. If (i) Requesting Carrier reports to Ameritech a trouble report with respect to a Resale Service, Requesting Carrier, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at the then current rates applicable in the Territory.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

The Provisioning EI will provide Requesting Carrier with the ability to:

a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:

- Billing telephone number/name/address
- Service Location Address
- Working telephone number(s) on the account
- Existing service and features
- Blocking
- CLASS Features
- Telephone Assistance Programs, Telephone Relay Service and similar services indicator
- Special Exemption Status indicator
- Directory Listing Information
- Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.

b) Obtain information on all features and services available;

c) Enter the Requesting Carrier Customer order for all desired features and services;

d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);

e) Establish the appropriate directory listing;

f) Determine if a service call is needed to install the line or service;

g) Schedule dispatch and installation, if applicable;

h) Provide installation dates to Customer;

i) Order local intraLATA toll service and enter Requesting Carrier

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Customer's choice of primary interexchange carrier on a single, unified order; and

j) Suspend, terminate or restore service to a Requesting Carrier Customer.

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

Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

SCHEDULE 12.3

NON-STANDARD COLLOCATION REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Non-Standard Collocation Request (“NSCR”) that Ameritech provide: (a) an ILEC Collocation method not otherwise provided hereunder at the time of such request, (b) Adjacent Collocation, (c) Non-Standard Bay Collocation, or (d) an increment of space not otherwise provided hereunder at the time of such request, in each case in specific Ameritech Premises.

2. An NSCR shall be submitted in writing to the NSCR Manager noted on the NSCR Form attached hereto as Attachment 1 and shall include all information necessary for Ameritech to review and analyze such NSCR.

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

4. Within ten (10) days (the “**Collo Analysis Period**”) of its receipt of all information required to be provided on the NSCR Form, Ameritech shall notify (the “**Collo Analysis**”) Requesting Carrier whether Ameritech will offer such NSCR or will provide an explanation as to why Ameritech will not make such NSCR available. If Ameritech will offer the NSCR, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (the “**NSCR Quote**”). Ameritech shall provide an NSCR Quote as soon as feasible, but in any event not more than thirty (30) days from the date Ameritech received such NSCR and all necessary information to process such NSCR.

5. Within twenty (20) Business Days of its receipt of the NSCR Quote, the Requesting Carrier must either confirm its order pursuant to the NSCR Quote or such request shall be cancelled.

6. Requesting Carrier may cancel an NSCR at any time, but shall pay Ameritech’s reasonable costs of processing and/or implementing the NSCR up to the date of cancellation.

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

8. If a Party to an NSCR believes that the other Party is not requesting, negotiating, or processing the NSCR in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.4**.

FORM OF
NON-STANDARD COLLOCATION REQUEST FORM⁵

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail
Address)

2) Please classify your requested Collocation arrangement:

ILEC Collocation

Adjacent Collocation

Non-Standard Bay Collocation (if above two items not applicable,

⁵ Fax completed form to Ameritech's NSCR Manager at (248) 443-9900.

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complete only items 3 and 14)

3) The requested Collocation method will be used to:

- Interconnect with Ameritech's network; and/or
- Access Ameritech's unbundled Network Elements

Please provide a description of all equipment you intend to Collocate (use additional sheets of paper, if necessary).

4) If ILEC Collocation, please provide the name of the ILEC offering such Collocation method and attach complete copies of all rates, terms and conditions of the approved Section 251/252 agreement or effective tariff that describes such Collocation offering.

5) Is there anything custom or specific about the manner that you would like this ILEC Collocation method to be offered?

6) If possible, please include a drawing or illustration of how you would like the ILEC Collocation method to Interconnect with Ameritech's network, Premises or other facilities.

7) List the specific Ameritech Premises in which you want the ILEC Collocation method (use additional sheets of paper, if necessary).

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8) Please indicate any other information that could assist Ameritech to evaluate your request for the specific ILEC Collocation method (use additional sheets of paper, if necessary).

9) Why have you requested the ILEC Collocation method in lieu of ordering an Ameritech Standard Collocation offering? What benefits (rates, terms or conditions) do you believe the requested ILEC Collocation method will provide?

10) If you are requesting Adjacent Collocation, please describe the Adjacent Collocation you seek to deploy? Please include a description of all telecommunications equipment that will be used to connect with Ameritech. (Attach additional sheets, if necessary).

11) Please attach a site drawing that illustrates your suggested placement of the Adjacent Structure, any connecting facilities or utilities, and Ameritech's Premises.

12) Please provide a specific description of the Adjacent Structure, structural and mechanical, and a list of requirements you wish Ameritech to provide.

13) Please attach true and correct copies of all approvals (governmental or otherwise) that you have received with respect to the placement of the Adjacent Structure and any necessary connecting facilities. Please also attach a letter signed by an officer of your company certifying, with no qualifications, that all governmental and other approvals and permits necessary for such Adjacent Collocation have been received.

14) If you are requesting Collocation of equipment with other than Standard Bay dimensions, please attach a fully completed Collocation order form and note such equipment dimensions in the Remarks section of that form.

15) Collo Analysis cost payment option (Check one, applies to ILEC Collocation and Adjacent Collocation only).

\$2,000 deposit included provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Collo Analysis shall not exceed this deposit.

No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Collo Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this NSCR, including costs to analyze, develop, provision, and price the NSCR, up to and including the date Ameritech receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to order the NSCR within twenty (20) Business Days of receipt of the NSCR Quote.

Requesting Carrier

By: _____

Its: _____

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

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

1. Requesting Carrier may request to reserve additional space (or bays) in an Ameritech Central Office in which the Requesting Carrier has 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**”).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Requesting Carrier in the particular Central Office.
4. The reservation takes a priority based on the date at which it is made.
5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an “**Option Party**”) will be given written notice of its (their) option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the date Ameritech received the reactivation reservation. The holder(s) of the reservation(s) with the next higher

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priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, 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 Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Requesting Carrier and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Requesting Carrier may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, Requesting Carrier and Ameritech shall jointly develop a planning process for meeting Requesting Carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the Requesting Carrier quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Requesting Carrier shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Requesting Carrier's Collo Order for which space is available. This written verification is Requesting Carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "**Initial COBO Payment**"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 So long as Requesting Carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Requesting Carrier's Collo Order pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning:	25% of COBO charges

1.3 If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, COBO charges shall be paid 40%-40%-20% in lieu of the foregoing 50%-25%-25% schedule.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of

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Requesting Carrier's equipment and for extraordinary costs to maintain the Collocation space for Requesting Carrier's equipment on a going-forward basis. Requesting Carrier's pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in **Section 12.12.2(b)**, Ameritech shall provide to Requesting Carrier with any information in its possession relating to Requesting Carrier's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Requesting Carrier a written proposal (the "**Collo Proposal**") that includes the extraordinary costs associated with such space, the expected Delivery Date and an estimated date for Requesting Carrier's second COBO payment, as provided in Section 1.2. Requesting Carrier shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within ten (10) Business Days after Ameritech provides it to Requesting Carrier.

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

2.3 Requesting Carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting Carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Requesting Carrier-provided service.

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

2.6 Ameritech has the right to inspect Requesting Carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the Requesting

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Carrier's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Requesting Carrier is found to be in non-compliance with the terms and conditions of this Schedule, Requesting Carrier must modify its installation to achieve compliance. Ameritech will notify Requesting Carrier in advance of such inspections, and Requesting Carrier shall have the right to be present at the time of the inspection.

2.7 See Tariff F.C.C. No. 2, Section 16 for additional terms and conditions applicable to Physical Collocation.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Requesting Carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Requesting Carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

SCHEDULE 12.15

COMMON REQUIREMENTS

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

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

2. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.

3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier'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.

4. Ameritech shall provide all ingress and egress of fiber cabling to Requesting Carrier Collocated spaces in compliance with Requesting Carrier'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. Requesting Carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by Ameritech.

5. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Ameritech will inform Requesting Carrier by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, "emergency related work" means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.

6. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Term. If Requesting Carrier, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse Requesting Carrier for any and all costs reasonably associated with such

relocation.

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

8. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Requesting Carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

9. Both Requesting Carrier's power equipment and Ameritech power equipment supporting Requesting Carrier'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. Requesting Carrier may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Requesting Carrier on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of **Section 12.4.2**.

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

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

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide Requesting Carrier with a copy of any existing drawings showing Requesting Carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Requesting Carrier 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 Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Requesting Carrier shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Requesting Carrier with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

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

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.

2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.

3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.

4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.

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6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.

7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

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

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

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

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical

EXECUTION ORIGINAL

guidelines applicable to the Collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

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PRICING SCHEDULE -- WISCONSIN

ITEM 1. -- 9-1-1 Service

See Exhibit PS-I

ITEM 2. -- Reciprocal Compensation

2.1	End Office Local Termination	\$.004241 per minute
2.2	Tandem Switching	\$.000704 per minute
C.	Tandem Transport Termination	\$.000188 per minute
D.	Tandem Transport Facility Mileage	\$.000014 per minute/mile

ITEM 3. -- Information Services Traffic

Information Services Billing and Collection: \$ 0.03 per message

ITEM 4. -- BLV/BLVI Traffic

4.1	Busy Line Verification (BLV):	\$ 0.711	per use
4.2	Busy Line Verification Interrupt (BLVI): (in addition to BLV charge)	\$ 0.857	per use

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ITEM 5. -- Unbundled Network Elements

5.1 Unbundled Loop Rates

5.1.1 Recurring Rates

		Monthly Rates Access Area ⁶	
		<u>A</u>	<u>B</u>
<u>C</u>			
	2-Wire Analog		
	Basic	\$10.90	\$10.90
\$10.90			
	Ground Start	\$11.84	\$11.84
\$11.84			
	Electronic Key Line	\$17.03	\$17.03
	4-Wire Analog	\$24.45	\$24.45
\$24.45			
	Digital		
	2-wire 160 Kbps (ISDN-BRI)	\$13.06	\$13.06
	4-wire 64 Kbps	\$67.08	\$67.08
	4-wire 1.544 mbps	\$69.09	\$69.09
	2-wire ADSL/HDSL Compatible		
		Interface Loop ⁷	\$10.90
\$10.90			
	4-wire ADSL/HDSL Compatible		
		Interface Loop ^{2/}	\$24.45
\$24.45	\$24.45		

⁶ "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

⁷ For situations where the transmission characteristics cannot be met, distance extension will be provided upon receipt of a Bona Fide Request.

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Cross Connect Charge

(additional, per cross connect):

2-wire	\$0.19	
4-wire		\$0.38
6-wire		\$0.57
8-wire		\$0.76
DS1		\$0.52
DS3		\$0.96

Service Coordination Charge, \$1.16
per carrier bill, per central office

5.1.2 Non-Recurring Rates

Service Order--Establish/Change: (Business or Residence)	\$16.50 ⁸
Line Connection: (Business or Residence)	\$40.10 ⁹

onthly Non
recurring Charge

5.2 Transport DSI Rates

5.2.1 Entrance Facility

- Per Point of Termination
Terminating Bit Rate 1.544 Mbps

Zone 1	
Zone 2	69.09
Zone 3	9.09
	9.09

5.2.2 Interoffice Mileage
Termination

- Per Point of Termination

⁸ The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

⁹ The Line Connection Charge applies to each Loop.

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	<u>onthly</u>	<u>Non recurring Charge</u>
- 1.544 Mbps		
Zone 1		
Zone 2	15.69	
Zone 3		
	5.69	
	5.69	
Interoffice Mileage		
- Per Mile		
- 1.544 Mbps		
Zone 1		
Zone 2	2.41	
Zone 3		
	.41	
	.41	
5.2.3 Optional Features and Functions		
5.2.3.0.0.1 Clear Channel Capability		
- Per 1.544 Mbps Circuit Arranged		\$371
Zone 1	one	.79
Zone 2		371.
Zone 3	one	79
		371.
	one	79
5.2.3.0.0.2 Interconnection Central Office Multiplexing		
- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		

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	<u>onthly</u>	<u>Non recurring Charge</u>
Zone 1		
Zone 2	298.31	
Zone 3		
	98.31	
	98.31	
5.3 DS3 Rates		
5.3.1 Entrance Facility		
- Per Point of Termination		
DS3 with Electrical interface		
- Per Termination		
Zone 1		
Zone 2	1,005.93	
Zone 3		
	,005.93	
	,005.93	
5.3.2 Interoffice Mileage		
Termination		
- Per Point of Termination		
Zone 1		
Zone 2	173.23	
Zone 3		
	73.23	
	73.23	
Interoffice Mileage		
- Per Mile		
Zone 1		
Zone 2	36.20	
Zone 3		
	6.20	

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	<u>onthly</u>	<u>Non recurring Charge</u>
	6.20	
5.3.3 Optional Features and Functions		
a) Interconnection - Central Office Multiplexing		
- Per Arrangement - DS3 to DS1		
Zone 1		
Zone 2	383.00	
Zone 3		
		83.00
		83.00
5.4 OC-3 Rates		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps		
		456.36
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps		
		71.20
Interoffice Mileage		
- Per Mile 155.52 Mbps		
		61.37
3) Optional Features and Functions		
a) OC-3 Add/Drop Multiplexing		
- Per arrangement		
		06.97
b) Add/Drop		

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Function	<u>onthly</u>	<u>Non recurring Charge</u>
- Per DS3 Add or Drop	40.96	
- Per DS1 Add or Drop	3.54	
c) Cross- Connection Services OC-3 to OC-3 Cross Connect	03.01	
d) 1+1 Protection - Per OC-3 Entrance Facility	5.75	
e) 1+1 Protection with Cable Survivability - Per OC-3 Entrance Facility	5.75	\$2,6 40.45
f) 1+1 Protection with Route Survivability 1) Per OC-3 Entrance Facility		Apply Rates and Charges as c) above plus (2) below
2) Per Quarter Route Mile	5.75	
 5.5 OC-12 Rates		
1) Entrance Facility - Per Point of Termination Terminating Bit Rate 622.08 Mbps	720.09	
2) Interoffice Mileage Termination - Per Point of Mileage Termination 622.08 Mbps	35.43	

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		<u>onthly</u>	<u>Non recurring Charge</u>
	Interoffice Mileage		
	- Per Mile 622.08		
Mbps		67.09	
3)	Optional Features and		
Functions			
	a) OC-12 Add/Drop		
Multiplexing			
	- Per arrangement	67.13	
	b) Add/Drop		
Function			
	- Per OC-3 Add or Drop	196.36	
	- Per DS3 Add or Drop	2.58	
	c) Cross- Connection of Services OC-12 to OC-12 Cross-Connect		
	- Per Circuit	42.96	
	d) 1+1 Protection		
	- Per OC- 12 Entrance Facility	275.82	
	e) 1+1 Protection with Cable Survivability		
	- Per OC-12 Entrance Facility	75.82	\$2.6 40.45
	f) 1+1 Protection with Route Survivability		
	1) Per OC- 12 Entrance Facility		Apply Rates and Charges as d) above plus (2) below

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	<u>onthly</u>	<u>Non recurring Charge</u>
2) Per Quarter Route Mile	7.73	
5.6 OC-48 Rates		
1) Entrance Facility - Per Point of Termination Terminating Bit Rate 2488.32 Mbps	,111.65	
2) Interoffice Mileage Termination - Per Point of Mileage Termination 2488.32 Mbps	,522.30	
Interoffice Mileage - Per Mile 2488.32 Mbps	03.40	
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrange ment (not to exceed 12 DS3s or equivale nt)	70.56	
b) Add/Drop Function		
- Per OC- 12 Add or Drop	91.22	
- Per OC-3 Add or Drop	180.31	
- Per DS3 Add or Drop	3.77	

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	<u>Monthly</u>	<u>Non recurring Charge</u>
c) Cross- Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	,218.40	
d) 1+1 Protection - Per OC- 48 Entrance Facility	,056.21	
e) 1+1 Protection with Cable Survivability		
- Per OC- 48 Entrance Facility	,056.21	2,64 0.45
f) 1+1 Protection with Route Survivability		
1) Per OC- 48 Entrance Facility Channel		Apply Rates and Charges as d) above plus (2) below
2) Per Quarter Route Mile	8.17	

5.7 Installation and Rearrangement Charges for Interoffice Transmission Facilities

Service	DS1	Administration Charge, Per order	Ad \$34	ign and Central Office Connection Charge, Per Circuit	Des \$54	ier Connection Charge Per Termination	Carr \$51
1.544 Mbps							
Area A		6.87		3.46		6.53	
Area B		346.87		543.46		516.53	
Area C		346.87		543.46		516.53	

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Service	DS3					
44.736 Mbps						
Area A		67	266.	43	578.	33
Area B		67	266.	43	578.	33
Area C		67	266.	43	578.	33
3 Service	OC-		106.		436.	
155.52		14		76		62
12 Service	OC-		106.			
622.08 Mbps		14		436.76		828.62
48 Service	OC-		106.			
2488.32 Mbps		14		436.76		828.62

5.8 Rates for Maintenance.

5.8.1 Trip Charge - \$51.00 per trouble dispatch

5.8.2 Time Charge - \$21.00 per quarter hour with a quarter hour minimum and quarter hour increments.

Item VI -- Wholesale Resale Services

A. See Schedule 10.1

B. "Warm" Transfer \$_____

Item VII -- Collocation

See Exhibit PS-VII

Item VIII -- Structure

See Exhibit PS-VIII

ITEM IX -- SERVICE PROVIDER NUMBER PORTABILITY

See Section 13.8

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EXHIBIT PS-I

RATE TABLE - WISCONSIN

EISA SERVICES PROVIDED:

Non-	
recurring Monthly	
Charge	Price
Channel Conditioning - Per Channel	\$775.00
\$ 35.50	
- Back to Back	
775.00	35.50
- Collocated	
775.00	220.50
- Direct (First Channel)	
775.00	5.50
-Channels 2-24	
750.00	5.50
ANI/ALI/SR and Database Mgt. -	
10.00	
Per 1,000 main stations and equivalent network access lines served, rounded up to the nearest 1000.	
Control Office Adman. - Per NXX	
32.10	

Non-
recurring
Charge

Alternate Control Office Access - Per Trunk Group
\$1,250.00

Address & Routing File (ARF) - Per File Request (Per 100,000)

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125.00

Street Segments)

Manual Updates - Per Record, per occasion

4.25

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

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.

Termination Charges

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

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - WISCONSIN**

	N on Recurring <u>Charges</u>	M onthly <u>Recurring</u>
Order Charge/Per Order	\$ 268.09	--
Central Office Build Out		
- per Initial 100 sq. ft		--
Floor Space Request/C.O.	\$	
-50% Charge	32,205.09	
-25% Charge	1	--
- per Add'l 100 sq. ft.	6,102.55	
Floor Space Request/C.O.	7	
-50% Charge	,057.27	--
-25% Charge		
	\$	
	13,883.42	
	6	
	,941.71	
	3	
	,470.86	
Cable Vault Splicing/ per Initial splice	\$ 192.55	--
Cable Vault Splicing/ per Subsequent splice	\$ 14.27	--
Splice Testing/ per Initial Splice Test	\$ 44.18	--
Splice Testing/ per Subsequent Splice Test	\$ 2.59	--
Cable Pulling from Manhole to Cable Vault/ per First foot	\$ 208.94	--

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - WISCONSIN**

	N on Recurring <u>Charges</u>	M onthly <u>Recurring</u>
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$ 1.04	--
Cable Pulling from Cable Vault to the transmission node/per First foot	\$ 77.97	--
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$.78	--
Power Delivery/per Power Lead	\$ 1,686.48	--
Transmission Node Enclosure/ per initial 100 sq. feet	\$ 4,808.91	--
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$ 1,899.17	--
Diverse Riser/per Floor Traversed	\$ 584.31	--
Space Reservation Charge/ per Each request	\$ 680.30	--
Central Office Floor Space/ per 100 sq. ft.	--	\$ 912.54
Riser Space/Foot	--	\$ 1.39
Entrance Conduit/per Innerduct per foot	--	\$.07

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - WISCONSIN**

	N	M
	on Recurring	onthly
	<u>Charges</u>	<u>Recurring</u>
Power Consumption/per Fuse AMP	--	\$ 6.43
200 Conductor Electrical Cross Connect Block	--	\$ 80.32
Digital Cross-Connect Panel (DSX-3)/ per DS-3 Termination	--	\$ 19.12
Digital Cross-Connect Panel/ per DSX-1 Panel (Up to 56 DS-1 Term)	--	\$ 59.90
Optical Cross-Connect Panel/ per OCX Panel Segment	--	\$ 7.13
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	--	\$.67
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	--	\$ 8.50
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/ per Each	--	\$ 80.32
Signal Digital Timing Source/per Synchronization Provided	--	\$ 16.11
DS-1 Repeater	--	\$ 7.47
		I

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - WISCONSIN**

	N	M
	on Recurring <u>Charges</u>	onthly <u>Recurring</u> S-3 Repeater
	N	<u>M</u>
	on Recurring <u>Charge</u>	<u>onthly Charge</u>
Service Order	\$ 104.74	--
Optical Line - Cable Vault Splicing/ per Initial Splice	\$ 192.55	--
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$ 14.27	--
Optical Line - Splicing Test/ per Initial Splice	\$ 44.18	--
Optical Line - Splicing Test/ per Subsequent Splice Test	\$ 2.59	--
Vault/ Optical Line - Cable Pulling - Manhole to per First Foot	\$ 208.94	--
Vault/ Optical Line - Cable Pulling - Manhole to per Add'l Foot	\$ 1.04	--
Panel/ Optical Line - Cable Pulling - Vault to LGX per First Foot	\$ 77.97	--

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

	<u>N</u>	<u>M</u>
	on Recurring Charge	onthly Charge
Panel/		
Optical Line - Cable Pulling - Vault to LGX		
per Add'l Foot	\$.78	--
Optical Line - Diverse Riser/ per Floor Traversed	\$ 584.31	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$ 2,721.18	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$ 1,360.59	--
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$ 2,040.89	--
Project Management Fee/ installed on same subsequent order per additional shelf	\$ 1,224.53	--
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$ 1,632.71	--
Power Delivery/per 7' Bay Installed	\$ 1,686.48	--
Thru-Connect per DSX-1 to DSX-1	\$ 6.55	\$.26
Thru-Connect per OCX to OCX	\$	\$

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

	<u>N</u>	<u>M</u>
	<u>on Recurring</u>	<u>onthly Charge</u>
	<u>Charge</u>	
	6.55	1.84
7' Bay (Company Provided)/per Bay	\$ 367.98	\$ 47.65
7' Bay (Customer Installed/Pre-Packaged)/ per Bay	--	\$ 34.50
Optical Line - Entrance Facility/ per Foot	--	\$.07
Optical Line - Riser Space/per Foot	--	\$.32
Optical Line - Riser Space/per Fiber	--	\$ 1.91
Termination	--	\$ 6.43
Power Consumption/per Fuse AMP	--	\$ 6.43
200 Electrical Conductor Cross-Connect	--	\$ 80.32
Block/ per Block	--	\$ 80.32
Digital Cross-Connect Panel/ per DS-3 Termination	--	\$ 19.12
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	--	\$ 59.90
Optical Cross-Connect Panel/ per Panel Segment	--	\$ 7.13
Digital Timing Source per Timing Circuit	--	\$

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

on Recurring <u>Charge</u>	<u>N</u>	<u>M</u> <u>onthly Charge</u>
--		3.21

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

SHARED CAGE COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	ISC
Central Office Floor Space per 50 Sq Ft	486.39
Riser Space per Foot	1.39
Entrance Conduit per Innerduct per Foot	.07
Power Measurement Billing per Customer Arrangement	NA
Power Consumption per KWH	A
Power Consumption per Fuse Amp	6.43
200 Conductor Electrical X-Connect Block per Block	80.32
Digital X-Connect Panel (DSX) per DSX-3 Term	19.12
Digital X-Connect Panel (DSX) per DSX-1 Panel	59.90
Optical X-Connect Panel per OCX Panel	7.13
Passive Bay Term per DS1 Termination (incl bay & panel)	.67
Passive Bay Term per DS3 Termination (incl bay & panel)	8.50
200 Conductor Electrical X-Connect Block per Block (outside transmission node)	80.32
Digital Timing Source per Timing Circuit	16.11

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

DS1 Repeater	7.47
DS3 Repeater	43.39

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

SHARED CAGE COLLOCATION

NonRecurring Rate Elements

RATE ELEMENT DESCRIPTION	ISC
Order Charge per Connect order	497.13
Order Charge per Disconnect Order	9.37
Order Charge	A
CO Build Out per Initial 50 Sq Ft	53,096.61
CO Build Out per Additional 50 Sq Ft Ordered on Same order as Init 50 Sq Ft and Contiguous to Initial 50 Sq Ft	13,703.38
Cable Vault Splicing per Initial Splice	192.55
Cable Vault Splicing per each Subsequent Splice	14.27
Cable Pulling From Manhole to Cable Vault per 1 st Foot	209.94
Cable Pulling from Manhole to Cable Vault per each Additional Foot	1.04
Cable Pulling from Cable Vault to Transmission Node per 1 st Foot	77.97
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot	.78
Power Measurement per Customer Arrangement	A
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only	A
Power Delivery per Power Lead	

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

	1,686.48
Transmission Node Enclosure per Initial 50 Sq Ft	2,871.43
Transmission Node Enclosure per each Additional 50 Sq Ft ordered with Initial 50 Sq Ft and Contiguous to Initial 50 Sq Ft	1,542.80
Space Reservation Charge/Request	680.30
Security Photo ID Card per card	9.25

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

CAGELESS COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	ISC
CO Floor Space per Standard Bay	\$52.73
Riser Space per Foot	\$1.39
Entrance Conduit per Innerduct per Foot	\$.07
Power Measurement Billing per Customer Arrangement	NA
Power Consumption per KWH	NA
Power Consumption per Fuse Amp	\$6.43
200 Conductor Electrical X-Connect Block per Block	\$80.32
Digital X-Connect Panel (DSX) per DSX-3 Term	\$19.12
Digital X-Connect Panel (DSX) per DSX-1 Panel	\$59.90
Optical X-Connect Panel per OCX Panel	\$7.13
Passive Bay Term per DS1 Termination (incl bay & panel)	\$.67
Passive Bay Term per DS3 Termination (incl bay & panel)	\$8.50
200 Conductor Electrical X-Connect Block per Block (outside transmission node)	\$80.32
Digital Timing Source per Sync Signal	\$16.11

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

DS1 Repeater	\$7.47
DS3 Repeater	\$43.39

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

CAGELESS COLLOCATION

NonRecurring Rate Elements

RATE ELEMENT DESCRIPTION	ISC
Order Charge per Connect Order	\$357.75
Order Charge per Disconnect Order	\$9.37
Central Office Build Out per Initial Bay	\$27,566.46
Central Office Build Out per Additional Bay added w/Initial Bay on Same Order	\$4,765.16
Cable Vault Splicing per Initial Splice	\$192.55
Cable Vault Splicing per each Subsequent Splice	\$14.27
Cable Pulling From Manhole to Cable Vault per 1 st Foot	\$209.94
Cable Pulling From Manhole to Cable Vault per each Additional Foot	\$1.04
Cable Pulling From Cable Vault to Transmission Node per 1 st Foot	\$77.97
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot	\$.78
Power Measurement per Customer Arrangement	NA
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only	NA
Power Delivery per Power Lead	\$1,686.48
Space Reservation Charge/Request	\$680.30

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

Security Photo ID Card per card	\$9.25
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**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - WISCONSIN**

CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)

Recurring Rate Element

RATE ELEMENT DESCRIPTION	ISC
Collocator to Collocator Cable Racking/Foot	5.27

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	ISC
Project Management Fee	899.96

PREMISES REPORT

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	ISC
Premises Report, per Premises	ime & Materials

APPLICATION FEE

NonRecurring Rate Element¹⁰

RATE ELEMENT DESCRIPTION	ISC
Application Fee, Per Request Per Premises	BD

¹⁰ “TBD” means “to be determined,” by Ameritech. As of the Effective Date, Ameritech has not established an Application Fee determined in accordance with Section 252(d) of the Act. Ameritech shall process Requesting Carrier’s Collocation applications without payment; provided, that notwithstanding any limitations on backbilling in this Agreement, Ameritech shall bill and Requesting Carrier agrees to pay any applicable Application Fees once such fees have been determined.

**EXHIBIT PS-VIII
STRUCTURE PRICING**

9. The following fees, rates and charges apply to Attachment to Ameritech Structure.

-
1. **Administrative Fees.** Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate an Attaching Party's request for Attachment. Administrative Fees are payable with Attaching Party's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

—
Administrative Fee - \$200.00 per request of assignment.

2. **Maps, Records and Information Charges.** Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to an Attaching Party. Charges for these services will be as follows:

—

1. **Initial Map Preparation -** The full cost to Ameritech to prepare a map or record for access by an Attaching Party.

—

2. **Record Searches and Information Requests -** The full cost to Ameritech to research records and assemble information to respond to an Attaching Party's request for information and, if applicable, to meet with the

Attaching Party to clarify the map, record or information.

—
Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Attaching Party shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Attaching Party shall pay the amount by which the costs of the request exceed the estimate. Ameritech will reimburse to the Attaching Party the amounts by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare structure for the Attachments of the Attaching Party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

—
1. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

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2. Prior to commencing any Make Ready Work by Ameritech, the Attaching Party shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Attaching Party shall pay the amount by which the Make Ready Work Charges exceed the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.

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3. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Attaching Party shall make separate deposits for field survey Make Ready Work

to determine the actual availability of space apparently based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Attaching Party's Attachment.

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4. In the event that other attaching parties, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Attaching Party's proportionate share of the Make Ready Work Charges.

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4. Attachment Fees. Attachment Fees are the recurring charges to the Attaching Party to place and maintain its Attachments in or on Ameritech's Structure.

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1. Attachment Fees are due and payable twice each year in advance. On January 1 of each year, the Attaching Party will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each year, the Attaching Party will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.

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2. Pole Attachment Fees

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1) The Attachment Fee for poles

applies to each pole on which the Attaching Party has placed its Attachment of for which Make Ready Work pursuant to a request for access has been completed.

2) Pole Attachment Fee: \$3.03 per pole, per year for each one foot of space occupied by the Attaching Party's Attachments and for each power supply or equipment case or cabinet attached to a pole.

3. Duct or conduit Attachment Fees

1) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

2) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Attaching Party's Attachment, plus the cable racking and maintenance loop space measured by the length of the Attaching Party's cable within each manhole.

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3) If Attaching Party's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.

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4) If Attaching Party occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per inner-duct foot for the Attachment.

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5) Conduit Attachment Fee:

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\$0.31 per foot of inner-duct or cable racking and maintenance loop space occupied per year.

4. Rights-of-Way Attachment Fees:

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1) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a

case-by-case basis.

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2) If Attaching Party's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

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3) The Attachment Fees for the Attaching Party's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech, after the Attachment.

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4) The Attachment Fees for the Attaching Party's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachment of others, including Ameritech, after the Attachment, and the cost to Ameritech of the right-of-

way in question.

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5. Period Inspection Fees

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Periodic inspection fees to cover the Attaching Party's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

6. Extraordinary Attachments

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Ameritech reserves the right to price on a case-by-case basis any Extraordinary Attachment to any of its pole, ducts, conduits or rights-of-way. An "Extraordinary Attachment" is any Attachment to a pole, duct, conduit or right-of-way which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the useability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability or safety concerns to other users of the pole, duct, conduit or right-of-way.

7. Unauthorized Attachment Fee

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The fee for unauthorized Attachments to Ameritech's poles, ducts, conduits or rights-of-way is an amount equal to five (5) times the annual Attachment fee for each such unauthorized Attachment.