

**ARTICLE 9****ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)****9.0 Access to Unbundled Network Elements – Section 251(c)(3).**

**9.1 Introduction - Access to Unbundled Network Elements.** This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish TCG with access to Network Elements on an unbundled basis and the terms under which SBC ILLINOIS agrees to provide Combinations of Unbundled Network Elements (“UNE Combinations or Combinations”) as more specifically defined in Section 9.3. TCG shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC ILLINOIS’ network.

9.1.1 SBC ILLINOIS shall provide TCG nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable TCG to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, applicable state statutes, orders, rules and regulations. A “telecommunications service”, as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.”

9.1.2 SBC ILLINOIS shall provide TCG Unbundled Network Elements in a manner that allows TCG to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to TCG for use in the provision of any telecommunications service within the LATA to TCG's end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the Illinois Commerce Commission. SBC ILLINOIS shall provide TCG with Combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC ILLINOIS shall not place any restrictions or limitations on TCG’s use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. TCG may not use combinations of network elements to provide exchange access service to a customer

unless it provides a “significant amount of local exchange service” to such customer in accordance with the requirements and definitions contained in Paragraph 22 of the FCC’s Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.

- 9.1.3 Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements SBC ILLINOIS shall provide to TCG are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. SBC ILLINOIS shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall SBC ILLINOIS require TCG to purchase any Unbundled Network Element in conjunction with any other service or element.
- 9.1.4 When TCG replaces any existing service with Network Elements (including Combinations), SBC ILLINOIS shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of TCG.

## **9.2 Network Elements.**

- 9.2.1 “Network Element” shall mean “a facility or equipment used in the provision of a telecommunications service.” “Network Element” shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”
- 9.2.2 SBC ILLINOIS will permit TCG to interconnect TCG’s facilities or facilities provided by TCG, SBC ILLINOIS or third parties with each of SBC ILLINOIS’ UNEs or Combinations at any technically feasible point. Any request by TCG to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9), or (ii) under any arrangement SBC ILLINOIS may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2, BFR, of this Agreement.
- 9.2.3 At such time that TCG provides SBC with an order for a particular Unbundled Network Element or Combination, TCG may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC, unless SBC provides TCG, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article (General Terms and

Conditions) of this Agreement. Unless otherwise specified, any reference to DS1 in this Article 9 shall mean, at TCG's option, either DS1 AMI or XDSL facility.

- 9.2.4 TCG may use one or more UNEs or Combinations to provide to itself, its affiliates and to TCG End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.
- 9.2.5 For individual network elements or Unbundled Network Elements ordered by TCG, SBC Illinois shall provide a demarcation point that is agreed to by both parties and if necessary, access to such demarcation point, unless the demarcation point is located on SBC's MDF.
- 9.2.5.1 Where facilities and equipment are not "available", SBC ILLINOIS shall not be required to provide Unbundled Network Elements. A facility is available if it is located in an area presently served by SBC and otherwise meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593. This definition of "available" does not require SBC to construct network elements for the sole purpose of unbundling those elements for CLECs.
- However, TCG may request and, to the extent required by law, SBC ILLINOIS shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2, BFR of this Agreement.
- 9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.
- 9.2.7 This section includes the minimum set of Unbundled Network Elements to which SBC Illinois shall provide TCG access under this Agreement. This minimum set of Unbundled Network Elements is described in detail in the Schedules attached hereto. TCG and SBC ILLINOIS agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. TCG and SBC ILLINOIS also agree that TCG may identify and request that SBC ILLINOIS furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by TCG to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

### 9.3 Combination of Unbundled Network Elements.

9.3.1 At the request of TCG, SBC shall provide Unbundled Network Elements to TCG in a manner that allows TCG to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of TCG, SBC ILLINOIS shall also provide TCG with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC ILLINOIS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of TCG, SBC ILLINOIS shall also combine for TCG any sequence of Unbundled Network Elements that SBC ILLINOIS "ordinarily combines" for itself or its end users. SBC ILLINOIS shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by SBC ILLINOIS or SBC ILLINOIS' end users where SBC ILLINOIS provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and SBC Illinois will not have an obligation to provide the combination, if: (1) SBC ILLINOIS does not provide services using such a combination of unbundled network elements; (2) where SBC ILLINOIS does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require SBC ILLINOIS to provide as an unbundled network element.

As required by Section 13-801(d)(4) of the Illinois Public Utilities Act and all Illinois Commerce Commission rules and orders interpreting Section 13-801(d)(4), TCG may use a Network Elements platform consisting solely of combined Network Elements of SBC ILLINOIS to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without TCG's provision or use of any other facilities or functionalities.

9.3.1.1 When TCG orders the UNE-Platform for its end user customers, the combination shall consist of the NID, the loop, local switching, and shared transport. When TCG end user customers utilize the UNE-Platform, SBC ILLINOIS' signaling and call-related databases may be accessed in order to complete calls dialed by TCG's end users. Calls dialed by TCG's UNE-P end user customers may also use SBC ILLINOIS tandem switching and OS and DA. OS and DA may be provided by either SBC ILLINOIS or via customized routing where SBC ILLINOIS routes TCG's OS and DA traffic to TCG's OS/DA platform or the OS/DA platform of a third party. Custom routing in this instance is only available per the terms of this agreement.

9.3.1.2 When TCG requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC or by another CLEC through SBC's network elements platform, unless otherwise agreed to by TCG, SBC shall provide TCG with the requested network elements platforms with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Illinois shall coordinate it with TCG's representatives to accomplish this goal. TCG may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for TCG to collocate in an SBC Illinois central office in order to purchase the UNE-Platform. SBC Illinois shall provide network elements platforms, including the UNE-Platform to TCG even if TCG is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, SBC Illinois will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

9.3.1.3.1 In accordance with Section 9.2.7.4.4 of Schedule 9.2.7 "inter-office transmission facilities" and 27.14.4 of Article 27 "comprehensive billing", SBC will provide the records to TCG in an OBF EMI format and retain these records for one year. The OCN will be included in the EMI records according to industry standards.

9.3.1.3.2 TCG's use of the UNE-Platform to provide service shall not in any way impair or deny TCG's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.

9.3.1.3.3 At TCG's option, SBC ILLINOIS will route TCG's intraLATA and interLATA toll traffic to TCG via TCG's Carrier Identification Code.

9.3.1.3.4 Other than as set forth in this Agreement, SBC Illinois shall not place any restrictions or limitations on TCG's use of the UNE-Platform other than those restrictions and limitations set forth in this Agreement or provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.

9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to TCG flow from SBC ILLINOIS or from another CLEC.

9.3.1.3.6 Operator services will, at TCG's option, be provided to TCG in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6. Collocation by TCG shall not be required.

9.3.1.3.7 Directory assistance will, at TCG's option, be provided to TCG in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6.

9.3.2 Additional terms and conditions related to Combinations are as follows:

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9.3.2.3 SBC ILLINOIS shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If TCG requests a combination of network elements that are not ordinarily combined, TCG shall submit a BFR, as set forth in Schedule 2.2, BFR. If TCG requests a combination of network elements that are ordinarily combined, but not included on Table 1, TCG shall submit a BFR-OC, as set forth in Schedule 2.2, BFR.

9.3.2.5 At the request of TCG, SBC shall also provide Unbundled Network Elements to TCG in a manner that allows TCG to combine those Unbundled Network Elements to provide a telecommunications service. SBC shall permit TCG to combine any Unbundled Network Element(s) obtained from SBC with Compatible Network Components provided by TCG or provided by third parties to TCG or combined any Unbundled Network Element(s) with other services (including access services) obtained from SBC Illinois in order to provide telecommunication services to TCG, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.

9.3.3 New Combinations involving UNEs (SBC ILLINOIS')

9.3.3.1 For purposes of determining the proper application of non-recurring charges a "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by SBC ILLINOIS at an SBC ILLINOIS premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when TCG orders all the SBC ILLINOIS UNEs required either:

- (1) to convert to a combinations of UNEs an SBC ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or TCG's or another carrier's resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for TCG (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-

Existing Combination to TCG's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to TCG's OS/DA platform from the relevant SBC ILLINOIS local switch, including TCG's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The United States Supreme Court, in upholding FCC Rules 315(c)-(f) in *Verizon Comm. Inc.*, made reference to the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. SBC-13STATE thus will continue to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Article.

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, either Party to this Agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either Party to this Agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either Party to this Agreement from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

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9.3.3.4 For a new UNE combination listed on Table 1, TCG shall issue appropriate service requests. These requests will be processed by SBC ILLINOIS, and TCG will be charged pursuant to the Pricing Schedule.

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9.3.3.8 In addition to any other applicable charges, SBC may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by SBC ILLINOIS pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement, BFR.

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9.3.3.14 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to TCG to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC’s Supplemental Order Clarification in CC Docket No. 96-98, FCC)) -183 (rel. June 2, 2000));

9.3.4 Upon TCG's request, SBC ILLINOIS shall perform the functions necessary to combine SBC ILLINOIS' Network Elements in any manner, even if those elements are not ordinarily combined in SBC ILLINOIS' network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC ILLINOIS' network. In addition, upon a request of TCG that is consistent with the above criteria, SBC ILLINOIS shall perform the functions necessary to combine SBC ILLINOIS' Unbundled Network Elements with elements possessed by TCG in any technically feasible manner.

9.3.5 A minimum set of Combinations is described in Table 1 of this Article 9 that TCG and SBC ILLINOIS have identified as of the Effective Date of this Agreement. TCG may request Table 1 combinations of the same type, going to the same location, on a single order.

- 9.3.6 When purchasing a Combination, TCG will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.
- 9.3.7 SBC ILLINOIS shall make available to TCG the following Combinations as described in the table set forth:

**TABLE 1**

- 2-Wire Basic Analog Loop with Basic Line Port
- 2-Wire P.B.X. Ground Start Analog Loop with Ground Start line Port
- 2-Wire Basic Analog Loop with Analog DID Trunk Port
- 2-Wire Basic Analog Loop with Centrex Basic Line Port
- 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port
- 4-Wire Digital Loop with Digital Trunk Port
- 4-Wire Digital Loop with ISDN Prime Trunk Port
- 4-Wire Digital Loop with ULS DS1 Trunk Port
- 2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
- 2-Wire Basic Analog Loop with Basic COPTS Line Port
- 2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

**9.4 Nondiscriminatory Access to and Provision of Network Elements.**

- 9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that SBC ILLINOIS provides to TCG hereunder shall be at least equal in quality to that which SBC ILLINOIS provides to itself, its subsidiaries, Affiliates and any other party.
- 9.4.2 SBC ILLINOIS shall provide TCG access to UNEs and Operations Support Systems functions, including the time within which SBC ILLINOIS provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which SBC ILLINOIS provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

**9.5 Provisioning of Network Elements.**

- 9.5.1 SBC ILLINOIS shall provide TCG UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

- 9.5.2 SBC ILLINOIS shall provide TCG access to the functionalities for SBC ILLINOIS' pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that TCG purchases in accordance with Article 33 (OSS).
- 9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.
- 9.5.4 Unless the Parties negotiate another arrangement, when a SBC ILLINOIS provided tariffed or resold service is replaced by TCG's facility based service using any SBC ILLINOIS provided UNE(s), TCG shall issue appropriate service requests, to both disconnect the existing service and connect new service to TCG's End User. These requests will be processed by SBC ILLINOIS, and TCG will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC ILLINOIS provided UNEs is converted to a different CLEC's service which also uses any SBC ILLINOIS provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC ILLINOIS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 9.6 Availability of Additional or Different Quality Network Elements.** Any request by TCG for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.
- 9.7 Pricing of Unbundled Network Elements and Combinations.** For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, SBC ILLINOIS shall charge TCG the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.
- 9.8 Billing.** SBC ILLINOIS shall bill TCG for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.
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- 9.10 Standards of Performance.** SBC ILLINOIS shall provide to TCG access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC ILLINOIS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, TCG orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date,

consistent with the suspension SBC ILLINOIS places on itself for orders from its customers.

#### **9.11 Access to UNE Connection Methods.**

9.11.1 SBC ILLINOIS will provide access to Network Elements on an unbundled basis and combinations of Unbundled Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).

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

9.12.1 SBC ILLINOIS shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by SBC ILLINOIS, TCG will first determine whether the trouble is in TCG's own equipment and/or facilities or those of the End User. If TCG determines the trouble is in SBC ILLINOIS' equipment and/or facilities, TCG will issue a trouble report to SBC ILLINOIS.

9.12.3 TCG shall pay Time and Material charges (maintenance of service charges/additional labor charges) when TCG reports a suspected failure of a network element and SBC ILLINOIS dispatches personnel to the End User's premises or a SBC ILLINOIS Central Office and trouble was not caused by SBC ILLINOIS' facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.12.4 TCG shall pay Time and Material charges when SBC ILLINOIS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC ILLINOIS or in detariffed CPE provided by SBC ILLINOIS, unless covered under a separate maintenance agreement.

9.12.5 TCG shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.12.6 If TCG issues a trouble report allowing SBC ILLINOIS access to the End User's premises and SBC ILLINOIS personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC ILLINOIS personnel are dispatched. Subsequently, if SBC ILLINOIS personnel are allowed access to the premises, these charges will still apply.

9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each

Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC ILLINOIS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC ILLINOIS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC ILLINOIS performed other than on a normally scheduled workday.

- 9.12.8 If TCG requests or approves a SBC ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, TCG will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

### **9.13 RECONFIGURATION**

- 9.13.1 SBC ILLINOIS will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).