

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS -- SECTION 251(c)(3)

9.0 Unbundled Access – Section 251(c)(3).

9.1 Introduction Access to Network Elements. This Article IX, Unbundled Access – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish CLEC with access to Unbundled Network Elements on an unbundled basis (“**UNEs**”) and the terms to which SBC-AMERITECH agrees to provide Combinations of Unbundled Network Elements (“**UNE Combinations**” or “**Combinations**”).

Unless requested by CLEC, SBC shall not disconnect UNEs that were previously connected in SBC’s network. The Parties agree that throughout this Article (and Agreement), the terms “UNEs” or “Unbundled Network Elements” also refer to combinations of UNEs as defined in this Section 9.1 (either combined by CLEC or previously connected in SBC’s network.) Other Articles of this Agreement govern deposit, billing, payment, non-payment, disconnection, liability and dispute resolution, among other things, as they pertain to UNEs.

CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-AMERITECH’s network.

It is SBC-AMERITECH’s position that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as SBC-AMERITECH 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. In light of that uncertainty, SBC-AMERITECH is willing 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 Appendix UNE, subject to the following:

Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-AMERITECH** 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 **SBC-AMERITECH**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-AMERITECH** from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, ***the change in law or intervening law provisions of this agreement will apply. SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by the first sentence.***

9.1.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. SBC-AMERITECH shall provide CLEC the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for unbundled Network Elements and Combinations are set forth on the Pricing Schedule of this Agreement. For preexisting or already assembled UNEs requested in combination, SBC-AMERITECH will apply the non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified on the Pricing Schedule.

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC-AMERITECH require CLEC to purchase any unbundled Network Element in conjunction with any other service or element. CLEC may only use UNEs to provide Telecommunications Services to End Users to whom it also provides local exchange service. However, the CLEC may purchase up to 1% of CLEC's UNE order volume for its own, internal administrative use. However, nothing in this

Agreement should be interpreted to preclude CLEC from using UNEs to provide any Telecommunications Service to its End Users. SBC AMERITECH shall place no other use restrictions or other limiting conditions on Unbundled Network Elements and Combinations purchased by CLEC under the terms of this Agreement. Notwithstanding anything to the contrary in this Article IX, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to CLEC if:

- (1) The Commission concludes that:
 - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
 - (B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or
- (2) The Commission concludes that the failure of SBC-AMERITECH to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH shall connect CLEC's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Unbundled Network Elements.

9.2.1 SBC-AMERITECH shall provide CLEC access to Unbundled Network Elements on an unbundled basis (and combinations of Unbundled Network Elements as set forth in Section 9.3 of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or to CLEC by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by CLEC. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements

and Combinations under the following provisions of this Article IX and Schedules 9.2.1 through 9.2.9), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth on Schedule 2.2 of this Agreement.

9.2.3 At such time that CLEC provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research (“**Bellcore**”) and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides CLEC, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article XXVIII of this Agreement. Unless otherwise specified, any references to DS-1 in this Article IX shall mean, at CLEC’s option, either DS-1 AMI or xDSL facility.

9.2.4 CLEC may use one or more Unbundled Network Elements or Combinations to provide to CLEC Customers any feature, function, capability or service option that such Network Element 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 Telcordia and other industry standard technical references.

9.2.5 For each Unbundled Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Unbundled Network Elements to CLEC, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, CLEC may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, through the Bona Fide Request (“BFR”) process as set forth on Schedule 2.2 of this Agreement.

9.2.6 When an existing service employed by CLEC is replaced with a combination(s) of Unbundled Network Elements must be physically connected at the time of CLECs request, (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by CLEC. Charges for such transitioning of an existing service(s) to a combination of Unbundled Network

Elements will be the (that are pre-existing or already assembled be non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Schedule) are priced at the total element long-run incremental cost as set forth on the Pricing Schedule.

9.2.6 *Charges for migrating of 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 BFR00C process, as appropriate.*

9.2.7 This Section includes a list of the initial set of Network Elements to be provided on an unbundled basis and associated ancillary equipment that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules Attached hereto. CLEC and SBC-AMERITECH agree that the Network Elements identified in this Article IX are not exclusive and that pursuant to the Bona Fide Request process CLEC may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

- 9.2.7.1 Loop;
- 9.2.7.2 Dark Fiber;
- 9.2.7.3 Network Interface Device;
- 9.2.7.4 Subloop;
- 9.2.7.5 Local Switching, including tandem switching and packet switching, as provided in **Schedule 9.2.6**;
- 9.2.7.6 Interoffice Transmission Facilities, including Dedicated, and Shared Transport;
- 9.2.7.7 Signaling Links and Call-Related Databases;
- 9.2.7.8 Operations Support Systems (“OSS”) (see **Article XXXIII**).

9.2.7.9 *In the event SBC Illinois lawfully ceases to make OS/DA available as UNES pursuant to tariff during the term of this Agreement but SBC Illinois remains obligated by the Illinois Commerce Commission to make OS/DA available as UNES pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Section 29.3 of this Agreement and negotiate an appropriate amendment within 60 days. If AT&T is purchasing OS and DA as UNES from an SBC Illinois tariff at the time SBC lawfully ceases to make OS/DA available as UNES pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNES at Commission-approved TELRIC rates, SBC shall continue to provide OS and DA to AT&T as UNES at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.*

9.3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service.

9.3.1.1 SBC-AMERITECH shall permit CLEC to combine any Unbundled Network Element or Unbundled Network Elements provided by SBC-AMERITECH with another Unbundled Network Element or other Unbundled Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by CLEC or provided by third parties to CLEC to provide telecommunications services to CLEC, its affiliates and to CLEC Customers. Notwithstanding the foregoing, without additional components furnished by CLEC to itself or through third parties, CLEC shall be permitted to combine Unbundled Network Elements made available by SBC-AMERITECH with other contiguous SBC-AMERITECH Network Elements.

9.3.2 Except upon the request of CLEC, SBC-AMERITECH shall provide Unbundled Network Elements separately from each other, and shall not separate Unbundled Network Elements it normally provides in combination into separate Unbundled Network Elements.

9.3.2.1 *When CLEC orders Unbundled Network Elements on an unbundled basis or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Unbundled Network Elements, such Unbundled Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Unbundled Network Elements. Applicable rates will be found in Appendix Pricing. 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. Service order charges are the only charges that apply to conversions of existing combinations. Service order charges and the non-recurring charges for the individual UNEs will apply to new combinations.*

9.3.2.2 *Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for CLEC to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If shared Network Elements are used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.*

9.3.2.3 *For the UNE-Platform set forth in Schedule 9.3, SBC-AMERITECH shall establish an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport.*

9.3.2.4 *The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific CLEC local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.*

9.3.2.5 *Additional details regarding the UNE-P are found on Schedule 9.3, attached hereto.*

9.3.3 *Upon CLEC's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those elements are not ordinarily combined in SBC-AMERITECH's 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-AMERITECH's network. In addition, upon a request of CLEC that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by CLEC in any technically feasible manner to allow CLEC to provide a Telecommunications Service.*

Upon CLEC's request, SBC-AMERITECH shall permit CLEC to access combinations of network elements preexisting or already assembled in SBC-AMERITECH's network as provided in this Article IX. In addition, CLEC may combine SBC-AMERITECH Network Elements with elements possessed by CLEC to allow CLEC to provide a Telecommunications Service, as long as it is technically feasible and will not impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-AMERITECH's network.

9.3.4 *When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.*

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to CLEC shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to CLEC hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide CLEC access to unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission.

9.4.4 Upon the request of CLEC, SBC-AMERITECH shall provide to CLEC a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by CLEC for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by CLEC in accordance with Section 9.6.

9.4.5 Access to IntraLATA Transmission Capabilities

9.4.5.1 *SBC Ameritech Illinois shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of SBC Ameritech Illinois' existing network as and to the extent required by FCC rules and orders, including the Forfeiture Order ("IntraLATA Transmission Capabilities"). As used herein, "IntraLATA Transmission Capabilities" includes the L-PIC Ability as defined in paragraph 9.4.5.2.*

9.4.5.2 *In conjunction with CLEC's purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from SBC Ameritech Illinois under the Agreement and as and to the extent required by FCC rules and orders (including the Forfeiture Order), SBC Ameritech Illinois shall specifically make available, upon a ULS port-specific request, the ability to route over SBC Ameritech Illinois' existing network "I+" intraLATA calls originating from the ULS port ("L-PIC Ability"). The L-PIC Ability will be provided from SBC Ameritech Illinois' originating end-office where the ULS port is being provided, and consists of use of SBC-Ameritech Illinois' existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC Ameritech Illinois' retail end user customers for whom SBC Ameritech Illinois is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use of CLEC of SBC Ameritech Illinois' routing code or, if the means exists and are enabled by SBC Ameritech Illinois to use CLEC's Carrier Identification Code (CIC) instead of SBC Ameritech Illinois' code, then using CLEC's CIC.*

9.4.5.3 *In addition to other applicable charges, including charges for the ULS port and usage records, the rates applicable to unbundled shared transport shall also apply to the use of the L-PIC Ability. The blended transport usage-sensitive rate applies to calls originating from a ULS port and will apply in addition to ULS usage-sensitive rates, if any. The blended transport rate accounts for portions of SBC Ameritech Illinois' network used to transport calls and encompasses use of the network including non-conversation time, and accounts for both tandem- and direct-routed traffic. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in this Agreement.*

9.4.5.4 *CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC's customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and defend SBC Ameritech Illinois against any claims and/or damages that may result from the transmission of such traffic of any other carriers.*

9.4.5.5 *CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS*

ports, including the traffic carried by the IntraLATA Transmission Capabilities, including such charges that are payable to third party carriers and SBC Ameritech Illinois for the termination of such traffic to their respective end-users, as applicable. The foregoing provisions of this Paragraph 9.4.5.5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.

9.4.5.6 SBC Ameritech Illinois' offer of IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by SBC Ameritech Illinois or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. SBC Ameritech Illinois' offer of IntraLATA Transmission Capabilities shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether SBC Ameritech Illinois previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that SBC Ameritech Illinois should be required under the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide CLEC unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide CLEC access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that CLEC purchases in accordance with Article XXXIII (OSS). Access to such functionalities for the Operations Support Systems functions shall be as provided in Article XXXIII (OSS).

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9.5.8 Unless the Parties negotiate another arrangement, when a SBC-AMERITECH provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-AMERITECH provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to

CLEC's End User. These requests will be processed by SBC-AMERITECH, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

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9.5.10 Unbundled Network Elements may not be connected to or combined with SBC-AMERITECH access services or other SBC-AMERITECH tariffed service offerings with the exception of tariffed Collocation services where available.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a Network Element on an unbundled basis or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge CLEC the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified on the **Pricing Schedule**. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with Section 252(d) of the Act. Once the Commission establishes a final TELRIC rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a "true-up". No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill CLEC for access to unbundled Network Elements and Combinations pursuant to the requirements contained in **Article XXVII** of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in **Article XXXIII** (OSS).

9.10 Standards of Performance. SBC-AMERITECH shall provide to CLEC access to unbundled Network Elements: (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in Article XXXII (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

9.11 Access to UNE Connection Methods. SBC-AMERITECH will provide access to Network Elements on an unbundled basis and Combinations of Network Elements at any technically feasible point including at any point set forth in Article XII (Collocation).

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9.15 Maintenance of Elements.

9.15.1 If trouble occurs with unbundled Network Elements provided by SBC-AMERITECH, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-AMERITECH's equipment and/or facilities, CLEC will issue a trouble report to SBC-AMERITECH.

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

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

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

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

9.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

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

9.15.8 In response to a trouble ticket by CLEC where AMERITECH-ILLINOIS determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in AMERITECH-ILLINOIS network, CLEC will be credited for all AMERITECH-ILLINOIS trouble isolation costs of the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AMERITECH-ILLINOIS after closing the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-ILLINOIS could charge CLEC under AMERITECH-ILLINOIS' tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to work actually performed, and further provided that AMERITECH-ILLINOIS may pay such charges to CLEC by means of an identifiable credit on CLEC's account.

9.16 Reconfiguration.

9.16.1 SBC-AMERITECH will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled

loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).