

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

**Dated as of May 5, 1997**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of and as an agent for Ameritech Illinois**

**and**

**MCIMETRO ACCESS TRANSMISSION SERVICES, INC.**

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

**9.1 Access to Network Elements.**

9.1.1 Ameritech shall provide MCIIm access to 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, the FCC or the Commission. Ameritech shall provide MCIIm access to each unbundled Network Element, 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, the FCC or the Commission, in a manner that shall allow MCIIm 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.

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9.1.2 Notwithstanding anything to the contrary in this **Article IX**, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to MCIIm if:

- (a) The Commission concludes that:
  - (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to MCIIm on an unbundled basis; and
  - (2) MCIIm could offer the same proposed Telecommunications Service through the use of other, non-proprietary Network Elements within Ameritech's network; or
- (b) The Commission concludes that the failure of 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 MCIIm seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, MCIIm shall pay to Ameritech any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, 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**.

**9.1.4** Ameritech shall permit MCIIm to connect MCIIm's facilities or facilities provided to MCIIm by third parties with each of Ameritech's unbundled Network Elements at any point on Ameritech's network designated by MCIIm that is technically feasible.

9.2 Network Elements. At the request of MCIIm, Ameritech shall provide MCIIm access to the following Network Elements on an unbundled basis:

**9.2.1** Local Loops, as more fully described on Schedule 9.2.1;

**9.2.2** The Network Interface Device, as more fully described on Schedule 9.2.2;

**9.2.3** Switching Capability, as more fully described on Schedule 9.2.3;

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**9.2.4** Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

**9.2.5** Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

**9.2.6** Operations Support Systems ("OSS") functions, as more fully described on Schedule 9.2.6; and

**9.2.7** Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

**9.2.8** Dark Fiber, as more fully described on Schedule 9.2.4.

9.3 Combination of Network Elements.

**9.3.1** Ameritech shall provide Network Elements to MCIIm in a manner that shall allow MCIIm to combine such Network Elements (a "Combination") in order to provide a Telecommunications Service. When purchasing a Combination, MCIIm will have access to all features 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, to the extent technically feasible given the specific manner in which MCIIm has requested that the elements be combined.

**9.3.2** Except upon the request of MCIIm, Ameritech shall provide Network Elements separately from each other and shall not separate Network Elements it normally provides in combination into separate Network Elements.

**9.3.3** Upon MCIIm's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements, even if those elements are not ordinarily combined in 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 unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon request that is consistent

with the above criteria and subject to **Section 9.14**, Ameritech shall perform the functions necessary to combine or connect Ameritech's Network Elements with elements or other equipment or facilities possessed, leased or owned by MCI in any technically feasible manner to allow MCI to provide a Telecommunications Service.

9.3.4 Ameritech shall make available to MCI the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.4**.

9.3.4.2 Loop Combination. This Combination is described on **Schedule 9.3.4**.

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9.3.4.3 Switching Combination #1. This Combination is described on **Schedule 9.3.4**.

9.3.5 The following Network Elements and Combinations shall be requested by MCI in accordance with **Section 9.6**:

9.3.5.1 Unbundled Loop - Distribution.

9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.

9.3.5.3 Unbundled Loop - Feeder.

9.3.5.4 Loop/Network Combination. This Combination is described on **Schedule 9.3.5**.

9.3.5.5 Switching Combination #2. This Combination is described on **Schedule 9.3.5**.

9.3.5.6 Switching Combination #3. This Combination is described on **Schedule 9.3.5**.

9.3.5.7 Switched Data Services. This Combination is described on **Schedule 9.3.5**.

9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.5**.

9.3.6 Any request by MCI for Ameritech to provide any Combination other than as set forth in **Section 9.3.4**, to combine the unbundled Network Elements of Ameritech with MCI

-or to perform any other function under this **Section 9.3** shall be made by MCIIm in accordance with **Section 9.6**.

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

9.4.1 Subject to **Section 9.4.3**, the quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that Ameritech provides to MCIIm, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element and (ii) at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates or any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by MCIIm or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

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9.4.2 Subject to **Section 9.4.3**, Ameritech shall provide MCIIm 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, including the time within which Ameritech provisions such access to Network Elements, except as may be provided by the Commission pursuant to **Section 9.1.2**.

9.4.3 Upon the request of MCIIm, Ameritech shall provide to MCIIm a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.1** and **9.4.2**, unless 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 MCIIm for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by MCIIm in accordance with **Section 9.6**.

#### 9.5 **Provisioning of Network Elements.**

9.5.1 Ameritech shall provide MCIIm **unbundled Network Elements** as set forth on **Schedule 9.5**.

9.5.2 Ameritech shall provide MCIIm access to the **functionalities** for 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 MCIIm purchases hereunder. Access to such **functionalities** for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

9.5.3 Prior to submitting an order for a Network Element that 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, MCIIm shall comply with the requirements of **Section 10.11.1**.

9.6 **Availability of Additional or Different Quality Network Elements.** Any request by MCIIm for access to a Network Element 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, as described in ~~Schedule 2.2~~, and shall be subject to the payment by MCI of all applicable costs in accordance with Section 252(d)(1) of the Act to provide such Network Element, Combination or access.

## 9.7 Pricing of Unbundled Network Elements.

9.7.1 Ameritech shall charge MCI the non-recurring (including any applicable connection charges) 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 MCI requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge MCI for any additional and reasonable labor charges to perform such services. For purposes of this Agreement, "Line Connection Service" means any non-recurring activity performed at the Ameritech Central office or the Ameritech side of the network interface required to connect a specific Network Element to any Customer- or end-user-provided element or required to interconnect contiguous Network Elements.

9.7.2 In addition to any other applicable charges under this Article IX, if MCI purchases unbundled Local Switching elements, MCI shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. § 69.124, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
  - (3) The date on which Ameritech is authorized to offer in-region InterLATA service in Illinois, pursuant to Section 271 of the Act; and
- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in Section 9.7.2(a) and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or

- (3) The date on which Ameritech is authorized to offer in-region InterLATA service in Illinois, pursuant to Section 271 of the Act.

9.7.3 If MCI orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, MCI shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

9.7.4 Subject to Sections 29.3 and 29.5, the rates and charges set forth or identified in this Agreement are inclusive, and no other charges apply.

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9.8 Billing. Ameritech shall bill MCI for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

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

9.9.2 Ameritech shall provide MCI maintenance of unbundled Network Elements provided by Ameritech hereunder on terms and conditions no less favorable than Ameritech provides for itself, consistent with the Act.

9.10 Standards of Performance.

9.10.1 Ameritech shall provide to MCI 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 MCI and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Commission (collectively, the "Ameritech Network Element Performance Benchmarks").

9.10.2 To determine Ameritech's compliance with the **Ameritech Network Element Performance Benchmarks**, Ameritech shall maintain records of (i) specific criteria listed in Schedule 9.10, which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements, and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by MCI and provided by Ameritech pursuant to Section 9.6 and a Bona Fide Request (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) MCI (the "**MCI NE Records**") and (y) other LECS in the aggregate (the "Other **LEC NE Records**").

9.10.3 Ameritech shall provide to MCIIm for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech NE Records, the MCIIm 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) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) 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 a "**Specified Performance Breach**". Notwithstanding anything to the contrary in this Section 9.10.3, the Parties acknowledge that (i) Ameritech shall not be required to provide to MCIIm those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by an other LEC pursuant to 47 C.F.R. § 51.311(c) and Section 9.6 and that are superior to that which MCIIm requested Ameritech provide to MCIIm hereunder, (ii) the Other LEC NE Records shall be provided to MCIIm on an aggregate basis and (iii) such Other LEC NE Records shall be provided to MCIIm in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

9.10.4 In no event shall Ameritech be deemed to have committed a 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.

9.10.5 Upon the occurrence of a **Specified Performance Breach** by Ameritech, MCIIm may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against **Ameritech** in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

9.10.6 MCIIm shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.