

## **EXHIBIT B**

**UNEs**

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## KEY:

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## 1 INTRODUCTION

- 1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish MCI<sub>m</sub> with access to unbundled Network Elements. At MCI<sub>m</sub>'s request, SBC ILLINOIS shall provide nondiscriminatory access to unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC ILLINOIS shall provide such unbundled Network Elements in a manner that allows MCI<sub>m</sub> to combine such elements in order to provide a Telecommunications Service.
- 1.1.1 Except as provided in Section 3 ( Interim UNEs), below, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the General Terms and Conditions.
- 1.2 Intentionally Omitted.
- 1.3 MCI<sub>m</sub> may request new, undefined unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.4 The prices at which SBC ILLINOIS agrees to provide MCI<sub>m</sub> with unbundled Network Elements are contained in the applicable Appendix Pricing.

## 2 GENERAL TERMS AND CONDITIONS

- 2.1 SBC ILLINOIS and MCI<sub>m</sub> agree that MCI<sub>m</sub> may connect its facilities or facilities provided to MCI<sub>m</sub> by third-parties with SBC ILLINOIS's network at any point designated by MCI<sub>m</sub>, provided such point is technically feasible, for access to unbundled Network Elements for the provision by MCI<sub>m</sub> of a Telecommunications Service.
- 2.2 SBC ILLINOIS will provide MCI<sub>m</sub> nondiscriminatory access to unbundled Network Elements:
- 2.2.1 at any technically feasible point;
- 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
- 2.2.3 in a manner that allows MCI<sub>m</sub> to provide a Telecommunications Service that may be offered by means of that unbundled Network Element;
- 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested unbundled Network Element to be provided separately from access to other elements, and for a separate charge;

**KEY:**

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**Bold underlined** font represents SBC proposed language.

- 2.2.5 with technical information about SBC ILLINOIS's network facilities sufficient to allow MCIm to achieve access to unbundled Network Elements consistent with the requirements of this Appendix;
- 2.2.6 without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a Telecommunications Service in a manner it intends;
- 2.2.7 in a manner that allows MCIm purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;
- 2.2.8 where applicable, terms and conditions of access to unbundled Network Elements shall be no less favorable than terms and conditions under which SBC ILLINOIS provides such elements to itself;
- 2.2.9 Intentionally Omitted.
- 2.2.10 except upon request of MCIm, SBC ILLINOIS shall not separate MCIm-requested UNE's that are currently combined. (47 CFR § 51.315(b)). SBC ILLINOIS is not prohibited from or otherwise limited in separating any UNEs not requested by MCIm or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC ILLINOIS offering(s), provided that SBC ILLINOIS may not separate UNEs based on its anticipation that MCIm will request that Combination.
- 2.3 SBC ILLINOIS shall permit MCIm's ability to resell intraLATA toll to third-party IXCs when MCIm provides service to those IXCs using SBC ILLINOIS unbundled Network Elements, provided, however, that MCIm may not resell EELs purchased from SBC ILLINOIS but must use them to provide service to End Users or payphone providers.
- 2.4 When MCIm is purchasing an unbundled Network Element, SBC ILLINOIS will permit MCIm exclusive use of that facility for a period of time, and when MCIm is purchasing access to a feature, function, or capability of a facility, SBC ILLINOIS will provide use of that feature, function, or capability for a period of time.
- 2.5 SBC ILLINOIS will maintain, repair, or replace unbundled Network Elements as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the unbundled Network Element and access to such unbundled Network Element shall be at least equal to what SBC ILLINOIS provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 Unbundled Network Elements provided to MCIm under the provisions of this Appendix shall remain the property of SBC ILLINOIS.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of UNEs

## KEY:

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**Bold underlined** font represents SBC proposed language.

3.3 Pricing of Interim UNEs. SBC ILLINOIS shall make Interim UNEs available to MCI at rates determined in accordance with the subparagraph entitled "Interim Period" in Paragraph 29 of the Interim Requirements Order.

3.4 **TRO Declassified Elements** *Intentionally Omitted*

**3.4.1 By operation of the FCC's Triennial Review Order (released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003), SBC ILLINOIS is no longer required to provide the following network elements under Section 251(c)(3) of the Act (the "TRO Declassified Elements"):**

- (i) **Entrance Facilities;**
- (ii) **OCN-level Dedicated Transport;**
- (iii) **Unbundled Local Circuit Switching for enterprise market customers ("Enterprise Market Customer" is used herein as in the Triennial Review Order and refers to an End User being served by a DS1 or higher capacity loop, or being served at a single location by a number of DS0 loops that exceeds the maximum number of DS0 loops (referred to as the "DS0 cut-off"). The DS0 cut-off shall be four (4) or more DS0s at a single location;**
- (iv) **OCn-level Loops;**
- (v) **the Feeder portion of the Loop;**
- (vi) **Line Sharing;**
- (vii) **any CNAM databases and/or information, LIDB databases and/or information, toll free databases and/or information, SS7 systems, shared transport and OS/DA when used in conjunction with Unbundled Local Switching for Enterprise Market Customers;**
- (viii) **SS7 signaling that is not provisioned in connection with CLEC's use of SBC ILLINOIS' unbundled local switching;**
- (ix) **Packet switching, including routers and DSLAMs;**
- (x) **the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities;]**

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**only, and shall govern the treatment of the affected Element(s) rather than Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.**

3.5.4 If the TRO Remand Order determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 251(c)(3) of the Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.

3.6 Section 13-801 Requirements

3.6.1 To the extent that SBC ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide the TRO Declassified Elements insofar as they are required to be unbundled under Section 13-801 of the Illinois Public Utilities Act (220 ILCS 5/13-801) as that Section has been interpreted by the Commission.

3.6.2 **In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates statutes, rules, regulations or orders finding, or having the effect of finding, that one or more of the TRO Remand Declassified Elements are not required to be unbundled under Section 13-801 of the Illinois PUA (including an order preempting Section 13-801, or a finding that Section 13-801 should not be interpreted to require the provision of network elements that are not UNEs under Section 251(c)(3) of the Act), then SBC ILLINOIS shall no longer be obligated to provide the affected Element(s) under this Agreement, and Section 3.8 "Notice and Transition" shall apply. Upon written notice from either Party, the Parties shall meet to agree to a plan for implementing any transition required by changes to Section 13-801 and agree that such transition shall be self-effectuating and accomplished without the need for amendment to this Agreement. If the Parties cannot agree on a transition plan within thirty (30) days, either Party may seek expedited dispute resolution from the Commission. To the extent necessary, the Parties shall also negotiate an appropriate conforming amendment to the Agreement in accordance with the requirements of this Section 3. If the Parties cannot agree on an amendment within thirty (30) days, either Party may seek expedited dispute resolution from the Commission.**

3.6.3 If an Order in Docket 01-0614 determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 13-801 of the Illinois Public Utilities Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.

3.7 Section 271 Requirements

3.7.1 In the event that SBC ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide certain elements under Section 271 of the Act, at just and reasonable rates (the "271 Elements") ***including but not limited to which are:***

- (i) Local loop transmission from the central office to the End User's premises (unbundled from local switching or other services);
- (ii) Local transport from the trunk side of a wireline local exchange carrier switch (unbundled from switching or other services);
- (iii) Local switching (unbundled from transport, local loop transmission, or other services);
- (iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

3.7.2 Accordingly, notwithstanding that SBC ILLINOIS may be no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act, and notwithstanding the occurrence of one or more events under Section 3.6.2, above, SBC ILLINOIS shall remain obligated to provide access to the 271 Elements under this Agreement, except that the 271 Elements need only be provided at "just and reasonable rates," not at TELRIC rates. Intentionally Omitted.

3.7.3 In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates statutes, rules, regulations or orders finding, or having the effect of finding, that one or more of the TRO Remand Declassified Elements are not required to be unbundled under Section 271, then SBC ILLINOIS shall no longer be obligated to provide the affected Element(s) under this Agreement, and Section 3.8 "Notice and Transition" shall apply. Intentionally Omitted.

3.8 Intentionally Omitted. Notice and Transition. The following provisions apply upon the occurrence of one or more events described in Sections 3.6.2 and 3.7.3, above:

3.8.1 SBC ILLINOIS will provide written notice to MCIm of fact that one or more of the TRO Remand Declassified Elements are no longer required to be provided under this Agreement. During a transitional period of thirty (30) days from the date of such notice, SBC ILLINOIS agrees to continue providing such Element(s) under applicable terms of this Agreement.

3.8.2 Upon receipt of such written notice, MCIm will cease new orders for such TRO Remand Declassified Elements that are identified in the SBC ILLINOIS notice letter. SBC ILLINOIS reserves the right to monitor, review, and/or reject MCIm orders transmitted to SBC ILLINOIS and, to the extent that MCIm has submitted orders and such orders are provisioned after this 30-day transitional period, such TRO Remand Declassified Elements are still subject to this Paragraph 3.3, including the MCIm options set forth in subparagraph 3.8.3 below, and SBC ILLINOIS' right of conversion in the event MCIm's options are not accomplished by the end of the 30-day transitional period.

3.8.3 During such 30-day transitional period, the following options are available to MCIm with regard to the TRO Remand Declassified Elements identified in

## KEY:

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the SBC ILLINOIS notice, including the combination or other arrangement in which the TRO Declassified Elements/TRO Remand Declassified Elements were previously provided:

- (i) MCIm may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the TRO Remand Declassified Elements and/or the combination or other arrangement in which the TRO Remand Declassified Elements were previously provided; or
- (ii) SBC ILLINOIS and MCIm may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

3.8.4 At the end of the thirty (30) day transitional period, unless MCIm has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 3.8.3(i) above, and if MCIm and SBC ILLINOIS have failed to reach agreement, under subparagraph 3.8.3(ii), above, as to a substitute service arrangement or element, then SBC ILLINOIS will convert the subject TRO Remand Declassified Elements, whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

#### 4 ACCESS TO UNE CONNECTION METHODS

4.1 This Section describes the optional connection methods under which SBC ILLINOIS agrees to provide MCIm with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC ILLINOIS makes these methods available. These methods provide MCIm access to multiple SBC ILLINOIS unbundled Network Elements which MCIm may then combine. The methods listed below provide MCIm with access to unbundled Network Elements without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.1.1 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine unbundled Local Loops, unbundled Local Circuit Switching ports, and unbundled Dedicated Transport within a requested SBC ILLINOIS Central Office.

##### 4.1.1.1 (Method 1)

4.1.1.1.1 SBC ILLINOIS will extend SBC ILLINOIS unbundled Network Elements requiring cross connection to MCIm's Physical or Virtual Collocation Point of Termination (POT) when MCIm is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

##### 4.1.1.2 (Method 2)

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4.1.1.2.1 SBC ILLINOIS will extend SBC ILLINOIS unbundled Network Elements that require cross connection to MCI's unbundled Network Element frame located in the common room space, other than the Collocation common area, within the same Central Office where the unbundled Network Elements which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 SBC ILLINOIS will extend SBC ILLINOIS unbundled Network Elements to MCI's unbundled Network Element frame that is located outside the SBC ILLINOIS Central Office where the unbundled Network Elements are to be combined in a closure such as a cabinet provided by SBC ILLINOIS on SBC ILLINOIS property.

4.2 The following terms and conditions apply to all methods when SBC ILLINOIS provides access to Combinations:

- 4.2.1 Within ten (10) business days of receipt of a written request for access to unbundled Network Elements involving three (3) or fewer Central Offices, SBC ILLINOIS will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to unbundled Network Elements.
- 4.2.2 Access to unbundled Network Elements via Method 1 is only available to Physically Collocated CLECs. Access to unbundled Network Elements via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC ILLINOIS Central Office space and equipment.
- 4.2.3 The CLEC may cancel the request at any time, but will pay SBC ILLINOIS's reasonable and demonstrable costs for modifying SBC ILLINOIS's Central Office up to the date of cancellation.
- 4.2.4 MCI may elect to access SBC ILLINOIS's unbundled Network Elements through Physical Collocation arrangements.
- 4.2.5 MCI shall be responsible for initial testing and trouble sectionalization of facilities containing MCI installed cross connects.
- 4.2.6 MCI shall refer trouble it has sectionalized in the SBC ILLINOIS unbundled Network Element to SBC ILLINOIS.
- 4.2.7 MCI shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect unbundled Network Elements.
- 4.2.8 All tools, procedures, and equipment used by MCI to connect to SBC ILLINOIS's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

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- 4.2.9 MCI shall designate each unbundled Network Element being ordered from SBC ILLINOIS. MCI shall provide an interface to receive assignment information from SBC ILLINOIS regarding location of the unbundled Network Elements. This interface may be manual or mechanized.
- 4.2.10 SBC ILLINOIS will provide MCI with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC ILLINOIS shall be referred to such contact numbers.
- 4.2.11 The use of cellular telephones or two-way pagers is not permitted in SBC ILLINOIS equipment areas.

## 5 INTENTIONALLY OMITTED

## 6 CONVERSION OF WHOLESALE SERVICES TO UNES

- 6.1 Upon MCI's request, SBC ILLINOIS shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or Combination of unbundled Network Elements, that is available to MCI under this Appendix UNE, so long as MCI and the wholesale service, or group of wholesale services, meets the eligibility or other criteria that may be applicable for such conversion.
- 6.2 Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after MCI's request. For purposes of this Agreement, the Parties acknowledge that MCI has purchased a number of "special access" circuits from SBC ILLINOIS that terminate to an MCI collocation cage. SBC ILLINOIS agrees that MCI may request the conversion of such special access circuits on a "project" basis by submitting a spreadsheet to SBC ILLINOIS describing the circuits. In accordance with the requirements of Section 6.4 below, SBC ILLINOIS shall process such conversions within thirty (30) days of MCI's request and shall reflect billing changes as described above. In requesting a conversion of an SBC ILLINOIS service, CLEC must follow the guidelines and ordering requirements provided by SBC ILLINOIS that are applicable to converting the particular SBC ILLINOIS service sought to be converted. Where processes for the conversion requested pursuant to this Agreement are not already in place, SBC ILLINOIS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 6.3 SBC ILLINOIS shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.
- 6.4 Except as otherwise agreed to by the Parties, SBC ILLINOIS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a unbundled Network Element or Combination of unbundled Network Elements.
- 6.4.1 SBC ILLINOIS may charge applicable non-recurring charges, as set forth in Appendix Pricing.
- 6.5 Intentionally Omitted.

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- 6.6 If MCI<sub>m</sub> does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, MCI<sub>m</sub> shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent MCI<sub>m</sub> fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), SBC ILLINOIS may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to MCI<sub>m</sub>.
- 6.6.1 This Section 6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC ILLINOIS service.
- 6.6.2 SBC ILLINOIS may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

## 7 COMMINGLING

- 7.1 Subject to the provisions of this Agreement (including Sections 21 (UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), SBC ILLINOIS shall permit MCI<sub>m</sub> to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC ILLINOIS to the extent required by FCC rules and orders, provided that any changes to such FCC rules or orders after the Effective Date shall be subject to the Intervening Law provisions set forth in Section 23 of the General Terms and Conditions of this Agreement.
- 7.2 Definitions
- 7.2.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that MCI<sub>m</sub> has obtained at wholesale from SBC ILLINOIS pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.
- 7.2.2 "Commingled Arrangement" means the arrangement created by Commingling.
- 7.3 Commingling Requirements
- 7.3.1 Upon MCI<sub>m</sub>'s request, SBC ILLINOIS shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCI<sub>m</sub> has obtained at wholesale from SBC ILLINOIS (as well as requests where MCI<sub>m</sub> also wants SBC ILLINOIS to complete the actual Commingling), except that SBC ILLINOIS shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC ILLINOIS's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other

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Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC ILLINOIS's network. If SBC ILLINOIS denies a request by MCI<sub>m</sub> to Commingle on the basis of any of these conditions, and SBC ILLINOIS' denial is challenged, SBC ILLINOIS shall bear the burden of proving that such denial was appropriate.

### 7.3.2 Commingling Requests.

7.3.2.1 Initial Commingling Requests. For any initial request for a particular Commingled Arrangement, MCI<sub>m</sub> shall submit such request to SBC ILLINOIS using the Bona Fide Request Application Form described in Appendix BFR of this Agreement. Within thirty (30) days of receiving such a request from MCI<sub>m</sub>, SBC ILLINOIS shall provide MCI<sub>m</sub> with rates, terms and conditions and shall also bear the burden of proving that its proposed rates, terms and conditions, including provisioning intervals, are consistent with Applicable Law. Where SBC ILLINOIS cannot respond to MCI<sub>m</sub>'s request within thirty (30) days, SBC ILLINOIS shall bear the burden of proof of demonstrating that it cannot feasibly do so.

7.3.2.2 Repeat Requests. For any repeat request for a particular Commingled Arrangement, MCI<sub>m</sub> may identify them as such and SBC ILLINOIS shall not require MCI<sub>m</sub> to resubmit a BFR Application Form. SBC ILLINOIS shall respond to such repeat requests within ten (10) days of receipt, providing MCI<sub>m</sub> with rates, terms and conditions for such request.

7.3.2.2.1 If MCI<sub>m</sub> submits any requests for a Commingled Arrangement as an initial request, both Parties shall use commercially reasonable efforts to identify whether such request is a repeat request and shall thereafter process it as a repeat rather than initial request.

7.3.2.3 In the event of any dispute related to a commingling request, either Party may request that the Commission resolve such dispute if that Party believes the dispute cannot be resolved through the dispute escalation provisions of this Agreement.

## 7.4 Access to Commingling

7.4.1 SBC ILLINOIS shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

7.4.1.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC ILLINOIS; or

7.4.1.2 Shares part of SBC ILLINOIS's network with access services or inputs for a Non-Qualifying Service.

## 7.5 Ratcheting

7.5.1 "Ratchet" or "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCI<sub>m</sub> purchases Commingled unbundled Network Elements and wholesale services from SBC

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ILLINOIS, SBC ILLINOIS shall charge MCI on an element-by-element basis for unbundled Network Elements and Combinations and on a service-by-service basis for facilities or services obtained at wholesale (including for example special access services). Notwithstanding its obligations to Commingle under this Section, SBC ILLINOIS is not required to and shall not "ratchet" individual facilities or unbundled Network Elements; provided, however, that the lack of a ratcheting requirement does not permit SBC ILLINOIS to deny or refuse MCI access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of SBC ILLINOIS's network with access or other non-unbundled Network Element services.

- 7.6 Intentionally Omitted.
- 7.7 SBC ILLINOIS agrees that MCI may Commingle any elements that it is required to provide pursuant to Section 271 of the Act ("271 Elements") (see section 3.7 above) including but not limited to: (i) Local Loops transmission from the central office to the End Users' premises (unbundled from local switching or other services), (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services), (iii) Local switching (unbundled from transport, local loop transmission, or other services) and (iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion. SBC ILLINOIS shall provide MCI with access to these 271 Elements on a non-discriminatory basis in accordance with the terms and conditions of this Agreement for the corresponding unbundled Network Element and at just, reasonable and non-discriminatory prices.

## 8 NETWORK INTERFACE DEVICE

- 8.1 The unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to SBC ILLINOIS's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, SBC ILLINOIS offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. MCI's access to the NID is offered as specified below.
- 8.2 SBC ILLINOIS shall permit MCI to connect MCI's loop facilities to on-premises wiring of an end user customer through SBC ILLINOIS's NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.
- 8.3 Access to Network Interface Device
- 8.3.1 Due to the wide variety of NIDs utilized by SBC ILLINOIS (based on end user customer size and environmental considerations), MCI may access the end user customer's inside wire by any of the following means:
- 8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the

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inside wire from the other Party's NID and connect that wire to that Party's own NID; or

- 8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or
- 8.3.1.3 Request SBC ILLINOIS to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCI<sub>m</sub>, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, SBC ILLINOIS will work with MCI<sub>m</sub> to develop specific procedures to establish the most effective means of implementing this Section.
- 8.3.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC ILLINOIS's NID where necessary.
- 8.3.1.6 SBC ILLINOIS, at the request of CLEC who has constructed its own NID at a premises and needs only to make contact with SBC ILLINOIS's NID, will disconnect the customer's wiring from SBC ILLINOIS's NID and reconnect it to the CLEC's NID at no extra charge for this reconnection.
- 8.3.1.7 If CLEC requests any additional type of access to the NID not specifically referenced above, CLEC and SBC ILLINOIS will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.

#### 8.4 Technical Requirements

- 8.4.1 The UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for SBC ILLINOIS's facilities, for the distribution media and/or cross connect to MCI<sub>m</sub>'s UNE NID, and shall maintain a connection to ground.
- 8.4.2 The UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCI<sub>m</sub>'s UNE NID, consistent with the UNE NID's function at the Effective Date of this Agreement.
- 8.4.3 Where an SBC ILLINOIS UNE NID exists, it is provided in its "as is" condition. MCI<sub>m</sub> may request SBC ILLINOIS do additional work to the UNE NID in accordance with other provisions herein.
- 8.4.4 The SBC ILLINOIS UNE NIDs that MCI<sub>m</sub> uses under this Appendix will be existing UNE NIDs installed by SBC ILLINOIS to serve its end user customers.

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- 8.4.5 Upon request, SBC ILLINOIS will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the UNE NID. In such cases, a UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the UNE NID location information provided to MCI prior to the dispatch request was inaccurate. SBC ILLINOIS shall apply Time and Material charges for Premises Visits at parity with what SBC ILLINOIS charges its retail end users customers.
- 8.4.6 MCI shall not attach to or disconnect SBC ILLINOIS's ground. MCI shall not cut or disconnect SBC ILLINOIS's loop from the UNE NID and/or its protector. MCI shall not cut any other leads in the UNE NID.

## 9 UNE LOCAL LOOP

### 9.1 Definitions:

- 9.1.1 "UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in SBC ILLINOIS's central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the UNE network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by SBC ILLINOIS that is part of that transmission path.
- 9.1.2 A "Hybrid Loop" is a UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 9.1.3 A "Fiber-to-the-Home Loop" is a UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user customer premises.
- 9.1.4 A "DS1 Loop" is a digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 9.1.5 A 2-Wire UNE analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.1.6 A 4-Wire UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire UNE analog Loop provides separate transmit and receive paths.
- 9.1.7 A 2-Wire 160 Kbps UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 9.1.8 A 4-Wire 1.544 Mbps UNE digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

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- 9.1.9 The DS3 UNE loop provides a digital, 45 Mbps transmission facility from SBC ILLINOIS's Central Office to the end user customer premises.
- 9.1.10 UNE xDSL-Capable Loop: See Appendix xDSL.
- 9.2 UNE Copper Loops. SBC ILLINOIS shall provide to MCI, upon MCI's request, UNE copper Loops on an unbundled basis, if available. A UNE Copper Loop is a stand-alone UNE Local Loop comprised entirely of copper wire or cable. UNE Copper Loops include two-wire and four-wire UNE analog voice-grade copper loops, UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the UNE copper Loops are in service, held as spares, or newly deployed. UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 9.2.1 Retirement of UNE Copper Loops. Prior to retiring any UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, SBC ILLINOIS shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.
- 9.3 UNE Hybrid Loops. SBC ILLINOIS is not required to provide to MCI unbundled access to the packet switched features, functions and capabilities of its UNE Hybrid Loops.
- 9.3.1 Notwithstanding Section 9.3 above, when MCI seeks access to a UNE Hybrid Loop for the provision of broadband services, SBC ILLINOIS shall provide MCI with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between SBC ILLINOIS's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices. SBC Illinois is not required to provide MCI with unbundled access to any transmission path over a fiber transmission facility between the central office and the customer's premises (including fiber feeder plant) that is used to transmit packetized information. Nor is SBC Illinois required to provide unbundled access to any electronics or other equipment used to transmit packetized information over hybrid loops.
- 9.3.2 Notwithstanding Section 9.3, when MCI seeks access to a UNE Hybrid Loop for the provision of narrowband services, SBC ILLINOIS may either:
- 9.3.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
- 9.3.2.2 Provide nondiscriminatory access to a spare home-run UNE Copper Loop (whether terminated or not) serving that customer on an unbundled basis.
- 9.4 Fiber-to-the-Home Loops.

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- 9.4.1 New builds. SBC ILLINOIS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop on an unbundled basis when SBC ILLINOIS deploys such a Loop to an end user customer premises that previously has not been served by any UNE Loop facility.
- 9.4.2 Overbuilds. SBC ILLINOIS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop on an unbundled basis when SBC ILLINOIS has deployed such a Loop parallel to, or in replacement of, an existing UNE Copper Loop facility, except that:
- 9.4.2.1 SBC ILLINOIS must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide MCI's nondiscriminatory access to that UNE Copper Loop on an unbundled basis, upon MCI's request.
- 9.4.2.2 If SBC ILLINOIS maintains the existing UNE Copper Loop, SBC ILLINOIS need not incur any expenses to ensure that the existing UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case SBC ILLINOIS shall restore the UNE copper Loop to serviceable condition upon MCI's request.
- 9.4.2.3 If SBC ILLINOIS retires the UNE Copper Loop pursuant to the requirements of Section 9.2.1, SBC ILLINOIS shall provide MCI, upon MCI's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted.
- 9.7 Routine Network Modifications -- UNE Local Loops:
- 9.7.1 Intentionally Omitted.
- 9.7.2 A routine network modification is an activity that SBC ILLINOIS regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC ILLINOIS ordinarily attaches to a DS1 Loop to activate such loop for its own end user customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include constructing new loops, installing new cable, securing permits or rights-of-way, constructing new manholes or conduits, or installing new terminals for MCI, and SBC ILLINOIS is not obligated to perform those activities for MCI.
- 9.8 SBC ILLINOIS will provide MCI with access to unbundled UNE Local Loops regardless of whether SBC ILLINOIS uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by MCI. Where available, SBC ILLINOIS will move the requested unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) unbundled loop(s) at no additional

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charge. If, however, no such facilities are available, SBC ILLINOIS will notify MCI<sub>m</sub> of the lack of available facilities within two (2) business days.

9.8.1 At MCI<sub>m</sub>'s request, SBC ILLINOIS will provide MCI<sub>m</sub> with any other technically feasible method of access to IDLC-delivered Loops, including, but not limited to:

9.8.1.1 The use of a demultiplexer to separate unbundled Loops prior to connecting the remaining Loops to the switch;

9.8.1.2 Multiple switch hosting through the use of GR-303;

9.8.1.3 Integrated network access (INA), whereby specific DS-0s are field groomed into specific INA groups as formatted DS-1s;

9.8.1.4 Digital Cross Connect (DSC) grooming, whereby specific DS-0s are groomed onto DS-1s at the DSC;

9.8.1.5 Side-door grooming (hairpinning); or

9.8.1.6 Providing access to Loops and subloops served by IDLCs via PVCs to its OCD, cross connected to MCI<sub>m</sub>'s collocation arrangement.

9.9 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by MCI<sub>m</sub> pursuant to Section 9.8 not otherwise recovered through existing nonrecurring or recurring rates for unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.

9.10 When a UNE local loop is ordered to a high voltage area, the Parties understand and agree that the UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and MCI<sub>m</sub>'s end-user customer. Therefore, any request by MCI<sub>m</sub> for a UNE Local Loop to a high voltage area will be submitted by MCI<sub>m</sub> to SBC ILLINOIS via the BFR process set forth in Appendix BFR and CLEC shall be required to pay SBC ILLINOIS for any HVPE that is provisioned by SBC ILLINOIS to MCI<sub>m</sub> in connection with MCI<sub>m</sub>'s UNE loop order to the high voltage area.

9.11 Intentionally Omitted.

9.12 The Parties acknowledge and agree that SBC ILLINOIS shall not be obligated to provision any of the UNE loops provided for herein to cellular sites or to any other location that does not constitute an End User Customer premises.

9.13 MCI<sub>m</sub> agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

## 10 UNE SUBLOOP

10.1. UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in SBC ILLINOIS's outside plant, including inside wire owned or controlled by SBC ILLINOIS, and the customer premises. A UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the

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