

customer premises, and includes the features, functions, and capabilities of the UNE Subloop. UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.

- 10.1.1. A point of technically feasible access is any point in SBC ILLINOIS's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 10.2 Intentionally Omitted.
- 10.3 UNE Subloops.
 - 10.3.1 SBC ILLINOIS shall provide MCI^m, upon MCI^m's request, with nondiscriminatory access to UNE Subloops on an unbundled basis.
 - 10.3.2 Subloops for access to multiunit premises wiring. SBC ILLINOIS shall provide MCI^m, upon MCI^m's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that MCI^m seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in SBC ILLINOIS's outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by SBC ILLINOIS at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of SBC ILLINOIS's network as defined in Section 68.3 of the FCC's Rules.
- 10.4 UNE Subloop conditioning where applicable, is covered in Appendix DSL.
- 10.5 Access to UNE Subloops
 - 10.5.1 Access to terminals for UNE Subloops is defined to include:
 - 10.5.1.1 any technically feasible point, near the end user customer's premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),
 - 10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".
 - 10.5.1.3 Intentionally Omitted
 - 10.5.1.4 the Terminal or Remote Terminal (underground or aerial),
 - 10.5.1.5 Intentionally Omitted
- 10.6 MCI^m may request access to the following Subloop segments:

KEY:

font represents MCI^m proposed language.

font represents SBC proposed language.

FROM	TO
Serving Area Interface or Feeder Distribution Interface	Terminal
Serving Area Interface or Feeder Distribution Interface	Network Interface Device
Terminal	Network Interface Device
Network Interface Device	Stand Alone
SPOI (Single Point of Interface)	Network Interface Device

10.7 Provisioning:

- 10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific UNE subloop circuit(s).
- 10.7.2 Spare UNE subloop(s) will be assigned to MCI_m only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.
- 10.7.3 Provisioning intervals for UNE subloops shall be governed by MCI_m's state-specific contract interval for the stand-alone, full unbundled Network Element. For example, the provisioning interval for DSL-capable UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.8 Maintenance:

- 10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the UNE subloop from the SBC ILLINOIS switch/testing equipment will be lost.
- 10.8.2 Once UNE Subloop Access Arrangements have been completed and balance of payment due SBC ILLINOIS is received, MCI_m may place LSRs for subloops at this location. Prices at which SBC ILLINOIS agrees to provide MCI_m with unbundled Network Elements are contained in the state specific Appendix Pricing.
- 10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCI_m has a SAA, SBC ILLINOIS's repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCI_m's cabling require replacement, SBC ILLINOIS will provide prompt notification to MCI_m for MCI_m to provide the replacement cable to be terminated as necessary.
- 10.8.4 For Maintenance of Service Charge (MSC) see Section 20.2.1

10.9 Subloop Access Arrangements:

- 10.9.1 Intentionally Omitted.
- 10.9.2 The space available for combining, collocating or obtaining various UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCI_m may initiate a Special Construction Arrangement (SCA) by submitting a UNE Subloop Access Arrangement Application.

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Bold italic font represents MCI_m proposed language.

Bold underlined font represents SBC proposed language.

- 10.9.3 Upon receipt of a complete and correct application, SBC ILLINOIS will provide to MCI within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCI submits a request to provide a written estimate for UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 10.9.4 The assignment of UNE subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 10.9.5 UNE Subloop inquiries do not serve to reserve UNE subloop(s).
- 10.9.6 Several options exist for Collocation or UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 10.9.7 MCI will be responsible for obtaining rights of way from owners of property where SBC ILLINOIS has placed the equipment necessary for the UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 MCI shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both MCI and SBC ILLINOIS to successfully implement UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the UNE Subloop Access Arrangement shall be completed within ninety (90) days of MCI submitting to SBC ILLINOIS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC ILLINOIS will not begin any construction under the SCA until MCI has provided proof that it has obtained necessary rights of way as defined herein. In the event MCI disputes the estimate for an UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, SBC ILLINOIS will proceed with construction of the UNE Subloop Access Arrangement upon receipt from MCI of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCI upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.9.10 Upon completion of the construction activity, MCI will be allowed to test the installation with an SBC ILLINOIS technician. If MCI desires test access to the UNE Subloop Access Arrangement, MCI should place its own test point in its cable prior to cable entry into SBC ILLINOIS's interconnection point.
- 10.9.11 A non-binding MCI forecast shall be required as a part of the request for a UNE Subloop Access Arrangement, identifying the UNE subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC ILLINOIS to properly engineer access to each SAI and to ensure SBC

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ILLINOIS does not provide more available terminations than MCI_m expects to use.

10.9.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. The MCI_m would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

10.9.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

10.9.14 In the event MCI_m elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, MCI_m shall pay SBC ILLINOIS for removal of their facilities from such arrangement.

10.10 UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

10.10.1.1 MCI_m cable to be terminated in an SBC ILLINOIS SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCI_m's Aerial cables should be aircore.

10.10.1.2 MCI_m may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC ILLINOIS will terminate on available binding posts in the SAI/FDI or Terminal.

10.10.1.3 MCI_m may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC ILLINOIS will stub out a cable from the SAI/FDI or Terminal, which SBC ILLINOIS will splice to MCI_m's cable at the meet point.

10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.

10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCI_m and SBC ILLINOIS are mutually agreeable, SBC ILLINOIS may increase capacity of the SAI/FDI by the method of it's choice, for which MCI_m will be charged a portion of the expense to be determined by duly authorized MCI_m and SBC ILLINOIS engineers for the purpose of allowing MCI_m to terminate it's cable at the SAI/FDI.

10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, SBC ILLINOIS may choose to increase the capacity of the terminal or, upon MCI_m's request, to construct an adjacent termination facility to accommodate the MCI_m facilities for which MCI_m will be charged.

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font represents MCI_m proposed language.

font represents SBC proposed language.

- 10.11 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 10.11.1 SBC ILLINOIS shall notify MCIm of pending relocation as soon as SBC ILLINOIS receives such notice.
 - 10.11.2 MCIm shall notify SBC ILLINOIS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
 - 10.11.3 SBC ILLINOIS shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit by MCIm and SBC ILLINOIS engineers.
 - 10.11.4 MCIm shall notify SBC ILLINOIS of acceptance or rejection of the new SCA within ten (10) business days of its receipt of SBC ILLINOIS's estimate.
 - 10.11.5 Upon acceptance of the SBC ILLINOIS estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify SBC ILLINOIS of their acceptance of estimate costs.
 - 10.11.6 Should MCIm decide not to continue the SAA, MCIm will notify SBC ILLINOIS as to the date that SBC ILLINOIS may remove MCIm's facilities from that SAA. MCIm will pay SBC ILLINOIS for all costs associated with the removal of MCIm's SAA.
 - 10.11.7 In the event that MCIm does not respond to SBC ILLINOIS in time to have their facilities relocated, SBC ILLINOIS shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not to pay this bill, MCIm's facilities will be removed from the site upon thirty (30) days notice to MCIm.
- 10.12 RT (for DS3 UNE Subloop):
- 10.12.1 MCIm may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineers in the design phase that SBC ILLINOIS will terminate on a fiber/coax interconnection block to be constructed in the RT.
 - 10.12.2 MCIm may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC ILLINOIS will stub out a cable from the RT, which SBC ILLINOIS will splice to MCIm's cable at the meet point.
- 10.13 Intentionally Omitted.
- 10.14 Intentionally Omitted.
- 10.15 Retirement of Copper UNE SubLoops. Prior to retiring any Copper UNE SubLoop 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.

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font represents MCIm proposed language.

font represents SBC proposed language.

11 ENGINEERING CONTROLLED SPLICE (ECS)

- 11.1 SBC ILLINOIS will make available an Engineering Controlled Splice (ECS), which will be owned by SBC ILLINOIS, for MCI to gain access to UNE subloops at or near remote terminals.
- 11.2 The ECS shall be made available for SAAs utilizing the SCA
- 11.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC ILLINOIS will construct any UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC ILLINOIS elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 11.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC ILLINOIS places more pairs at the splice.
- 11.2.3 SBC ILLINOIS will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC ILLINOIS will construct the engineering controlled splice, the ECS maybe owned by SBC ILLINOIS or the CLEC (depending on the specific arrangement) at the option of SBC ILLINOIS.
- 11.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 11.2.5 SBC ILLINOIS may require a separate SCA for each remote terminal site.
- 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper UNE subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.
- 11.3 MCI will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 11.3.1 Dedicated Facility Option (DFO)
- 11.3.1.1 MCI may request SBC ILLINOIS splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent UNE subloop orders.

KEY:

Bold italic font represents MCI proposed language.

Bold underlined font represents SBC proposed language.

11.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

11.3.1.3 CLECs will compensate SBC ILLINOIS for each of the dedicated subloop facilities, based on recurring UNE subloop charges for the quantity of UNE subloops dedicated to the CLEC between the ECS and the SAI.

11.3.2 Cross-connected Facility Option (CFO)

11.3.2.1 CLEC may request SBC ILLINOIS build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC ILLINOIS cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-132STATE cabling.

11.3.2.3 CLEC must designate the quantity of UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 CLECs will compensate SBC ILLINOIS for the charges incurred by SBC ILLINOIS derived from the CLEC's request for the SCA.

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18 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

18.1 SBC ILLINOIS shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an unbundled basis to MCIm for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC ILLINOIS's databases and information. SBC ILLINOIS, as part of its duty to provide access to the pre-ordering function, must provide MCIm with nondiscriminatory access to the same detailed information about the loop that is available to SBC ILLINOIS. Access to OSS is available as described in Appendix OSS.

19 CROSS CONNECTS

19.1 MCIm shall pay SBC ILLINOIS for cross connects at the rates set forth in Appendix Pricing of this Agreement.

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Bold italic font represents MCIm proposed language.

Bold underlined font represents SBC proposed language.

20 PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS

20.1 Provisioning/Maintenance of Unbundled Network Elements

- 20.1.1 MCIm may order from SBC ILLINOIS multiple individual unbundled Network Elements on a single order subject to OSS specifications without the need to have MCIm send an order for each such unbundled Network Element if such unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.
- 20.1.2 SBC ILLINOIS shall provide all provisioning services to MCIm during the same business hours SBC ILLINOIS provisions similar services for its end user customers or other CLECs.
- 20.1.3 SBC ILLINOIS shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC ILLINOIS's unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to MCIm a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of unbundled Network Elements or combinations.
- 20.1.4 SBC ILLINOIS shall provide to MCIm a Single Point of Contact (Local Service Center or LSC) for ordering unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to MCIm as specified in Performance Measurements Appendix. In addition, SBC ILLINOIS shall provide to MCIm a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.
- 20.1.5 SBC ILLINOIS will recognize MCIm as the customer of record of all Network Elements on an unbundled basis and Combinations ordered by MCIm and will send all notices, invoices and pertinent customer information directly to MCIm.
- 20.1.6 SBC ILLINOIS may not initiate any disconnection or rearrangement of any MCIm ordered Network Element on an unbundled basis or Combination, except as directed by MCIm or as otherwise provided in this Agreement.
- 20.1.7 SBC ILLINOIS will provide MCIm with a Firm Order Confirmation (FOC) for each order for all Network Elements on an unbundled basis. The FOC shall contain an enumeration of MCIm's ordered unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. SBC ILLINOIS must return the FOC for unbundled Network Elements and combinations within five (5) hours of SBC ILLINOIS's receipt of any electronically submitted order and within twenty-four (24) hours of SBC ILLINOIS's receipt of any manually submitted (faxed) order.
- 20.1.8 SBC ILLINOIS shall provision unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.

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Bold italic font represents MCIm proposed language.

Bold underlined font represents SBC proposed language.

- 20.1.9 SBC ILLINOIS agrees to negotiate with MCIIm prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
- 20.1.10.1 If SBC ILLINOIS requests the new conversion time, the applicable line connection charge shall be waived; and
- 20.1.10.2 If MCIIm requests the new conversion time, MCIIm shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.
- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an unbundled Network Element at the MCIIm collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of SBC ILLINOIS to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of MCIIm to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by MCIIm or its end user customer, agent or subcontractor or (b) any Force Majeure Event. SBC ILLINOIS shall waive the applicable line connection charge for such element.
- 20.1.13 Upon work completion, SBC ILLINOIS will provide MCIIm electronically (unless otherwise notified by MCIIm) with an order completion per order that states when that order was completed. SBC ILLINOIS shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 20.1.14 As soon as identified, SBC ILLINOIS shall provide notification electronically of MCIIm orders that are incomplete or incorrect and therefore cannot be processed.
- 20.1.15 As soon as identified, SBC ILLINOIS shall provide notification electronically of any instances when SBC ILLINOIS's due dates are in jeopardy of not being met by SBC ILLINOIS on any element or feature contained in any order for unbundled Network Elements. SBC ILLINOIS shall indicate its new due date as soon as such date is available.
- 20.1.16 SBC ILLINOIS shall provide to MCIIm upon request:
- 20.1.16.1 A list of all services and features technically available from each switch that SBC ILLINOIS may use to provide Local Switching, by switch CLLI.

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font represents SBC proposed language.

- 20.1.16.2 A listing of street address detail for the service coverage area of each switch CLI.
- 20.1.16.3 When available, all engineering design and layout information for each unbundled Network Element and Combination; provided that MCI shall pay SBC ILLINOIS in advance of receiving the information the costs incurred by SBC ILLINOIS to provide MCI with copies of such information.
- 20.1.16.4 A listing of all technically available functionalities for each unbundled Network Element or Combination. If MCI orders a technical publication, MCI shall pay SBC ILLINOIS for the technical publications.
- 20.1.17 Within twenty-four (24) hours of MCI's request, SBC ILLINOIS will perform cooperative testing with MCI (including trouble shooting to isolate any problems) to test unbundled Network Elements or Combinations purchased by MCI in order to identify any performance problems.
- 20.1.18 For orders of unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among SBC ILLINOIS, MCI and MCI's customer, MCI shall be responsible for any necessary coordination with its customer.
- 20.1.19 Access to unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as SBC ILLINOIS may elect at its own discretion, but also at parity and on a nondiscriminatory basis. SBC ILLINOIS will provide access to unbundled Network Elements where technically feasible. Where facilities and equipment are not available SBC ILLINOIS shall not be required to provide UNEs. However MCI may request and to the extent required by law, SBC ILLINOIS may agree to provide UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR.
- 20.1.20 Subject to the terms herein, SBC ILLINOIS is responsible only for the provisioning, installation, operation and maintenance of the unbundled Network Elements it provides. SBC ILLINOIS is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCI through the use of those unbundled Network Elements, provided that both SBC ILLINOIS and MCI meet their obligations under this Appendix UNE and the Agreement. MCI will be responsible for the products and services it provides its end user customers.
- 20.1.21 Where unbundled Network Elements provided to MCI are dedicated to a single end user customer, if such unbundled Network Elements are for any reason disconnected they shall be made available to SBC ILLINOIS for future provisioning needs, on the same basis SBC ILLINOIS holds or reassigns such facilities for its own end user customers, unless such unbundled Network Element is disconnected in error. MCI agrees to relinquish control of any such unbundled Network Element concurrent with the disconnection of MCI's end user customer service.
- 20.1.22 MCI shall make available at mutually agreeable times the unbundled Network Elements provided pursuant to this Appendix in order to permit SBC ILLINOIS to test and make adjustments appropriate for maintaining the unbundled Network

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font represents SBC proposed language.

Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will SBC ILLINOIS perform scheduled maintenance on any MCIm unbundled Network Element prior to providing reasonable notice to MCIm in advance of performing such maintenance. SBC ILLINOIS shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any emergency maintenance actions it takes effecting MCIm.

20.1.23 MCIm shall connect equipment and facilities that are compatible with SBC ILLINOIS's unbundled Network Elements and shall use unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIm's use of any SBC ILLINOIS unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC ILLINOIS unbundled Network Element, will not materially interfere with or impair service over any facilities of SBC ILLINOIS, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC ILLINOIS may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the unbundled Network Element(s) causing the violation.

20.1.24 Migrations

20.1.24.1 When an existing end user customer served by (i) SBC ILLINOIS or (ii) another CLEC changes service to MCIm using any SBC ILLINOIS provided unbundled Network Element(s), MCIm shall issue appropriate service requests to connect new service to MCIm's end user customer. In either scenario, MCIm's service requests will be processed by SBC ILLINOIS, and MCIm will be charged the applicable charge(s) as set forth in the Pricing Appendix. In either scenario, the end user customer's services will not be modified unless requested by MCIm and any service interruptions will not be discernable to the end user customer.

20.1.24.2 When end user customers served by one CLEC using SBC ILLINOIS UNEs are migrated to MCIm, MCIm shall issue appropriate service requests.

20.1.24.3 For "As is migrations" see Appendix OSS section 4.5.

20.1.25 Intentionally Omitted.

20.2 If trouble occurs with unbundled Network Elements provided by SBC ILLINOIS, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in SBC ILLINOIS's equipment and/or facilities, MCIm will issue a trouble report to SBC ILLINOIS.

20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble

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font represents SBC proposed language.

was not caused by the other Party'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 Appendix Pricing. SBC ILLINOIS shall apply Time and Material charges for Premises Visits at parity with what SBC ILLINOIS charges its retail end users customers.

- 20.3 Intentionally Omitted.
- 20.4 MCI shall pay Time and Material charges when SBC ILLINOIS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC ILLINOIS or in detariffed CPE provided by SBC ILLINOIS, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, SBC ILLINOIS shall not proceed with any repairs pursuant to this section without the consent of MCI's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCI with documentation of the end user customer's request.
- 20.5 MCI 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.
- 20.6 If MCI issues a trouble report allowing SBC ILLINOIS access to the end user customer's premises and SBC ILLINOIS personnel are dispatched but denied access to the premises, provided SBC ILLINOIS makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that SBC ILLINOIS personnel are dispatched. Subsequently, if SBC ILLINOIS personnel are allowed access to the premises, these charges will still apply.
- 20.7 If MCI requests or approves a SBC ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCI will pay Time and Material Charges for any additional work to perform such services only in circumstances in which SBC ILLINOIS would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 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 performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

21 UNE COMBINATIONS

- 21.1 At MCI's request, SBC ILLINOIS shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 21, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. SBC ILLINOIS may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. SBC ILLINOIS may not require MCI to combine Network Elements. SBC ILLINOIS shall not separate

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Bold italic font represents MCI proposed language.

Bold underlined font represents SBC proposed language.

Network Elements that are already combined on SBC ILLINOIS's Network unless requested by MCI_m.

- 21.2 ***"Network Element Platform" or "UNE-P" means the combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in SBC ILLINOIS's Switch, and (at MCI_m's option and where permitted) Operator Services and Directory Assistance.***
- 21.3 ***MCI_m may combine any unbundled Network Element with any other element without restriction.***
- 21.4 ***Provision of Combinations of Network Elements***
- 21.4.1 ***SBC ILLINOIS shall provide to MCI_m combinations of unbundled Network Elements under terms and conditions, including prices, as set forth in this Agreement. Specifically, SBC ILLINOIS provides ordinarily combined unbundled Local Loop and unbundled Local Switching with Shared Transport ("ULS-ST") as described below and as defined in this Agreement. Ordinarily combined means that the requested combination is of a type ordinarily used or functionally similar to that used by SBC ILLINOIS or SBC ILLINOIS's end user customers where SBC ILLINOIS provides local service. This offering is referred to as the unbundled Network Elements Platform (UNE-P); sometimes referred to as the Combined Platform Offering (CPO).***
- 21.4.2 ***A UNE-P combination, as defined above, will be considered an "ordinary combination" unless (1) SBC ILLINOIS does not provide services using such a combination of unbundled Network Elements, (2) where SBC ILLINOIS does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances), or (3) the UNE-P combination contains a network element, feature, or functionality that the Commission does not require SBC ILLINOIS to provide, as or in conjunction with, an unbundled Network Element.***
- 21.4.3 ***MCI_m may request an ordinarily combined UNE-P (combination of unbundled Loop and unbundled ULS-ST) that is currently physically connected which is otherwise known as Pre-Existing UNE-P as defined below, or it may request SBC ILLINOIS to combine (physically connect) the unbundled Loop and ULS-ST on its behalf, which is known as New UNE-P as defined below.***
- 21.4.4 ***Pre-Existing ("Currently combined") is the situation when MCI_m orders all the SBC ILLINOIS unbundled Network Elements required to provide service to and convert a SBC ILLINOIS end user customer, another CLEC's pre-existing UNE-P end user customer, or MCI_m's resale end user customer to a pre-existing UNE-P (a) without any change in features or functionality that was being provided by SBC ILLINOIS (or by MCI_m on a resale basis) at the time of the order and/or (b) with only the change needed to route the end user customer's operator service and directory assistance (OS/DA) calls to MCI_m's OS/DA platform via customized routing where such customized routing has already been established to MCI_m's OS/DA platform from the relevant SBC ILLINOIS local switch.***

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Bold underlined font represents SBC proposed language.

21.4.5 ***A New UNE-P combination of unbundled Network Elements as provided under this Section is the situation when MCI_m requests SBC ILLINOIS to provide a combination of unbundled Network Elements of the same type (i.e., unbundled Loop and ULS-ST) that SBC ILLINOIS ordinarily combines to provide service for its end users customers, as delineated in this Section. The New UNE-P combination of unbundled Network Elements, as described above, is not "currently physically combined" as that term is defined herein. Upon request, SBC ILLINOIS will perform the work to combine its unbundled Network Elements to obtain the following specific new UNE-P combinations that include, but are not limited to, the following unbundled Network Element combinations:***

- _ 2-Wire Basic Analog Loop with Basic Line Port***
- _ 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Line Port***
- _ 2-Wire Basic Analog Loop with Analog DID Trunk Port***
- _ 2-Wire Basic Analog Loop with Centrex Basic Line Port***
- _ 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port***
- _ 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port***
- _ 2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port***
- _ 4-Wire Digital Loop with Digital Trunking Trunk Port***
- _ 4-Wire Digital Loop with ISDN Prime Trunk Port***
- _ 4-Wire Digital Loop with ULS DS1 Trunk Port***
- _ 2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port***
- _ 2-Wire Basic Analog Loop with Basic COPTS Line Port***

The above combinations of unbundled Loops and ULS-ST are offered as described in this Agreement. Other unbundled Loop and ULS-ST combinations that MCI_m believes are ordinarily combined may be requested via the Bona Fide Request for an Ordinary Combination (BFR-OC) process as described herein.

21.4.6 ***Collocation, as defined in this Agreement, is not required for access to ordinarily combined unbundled Loops and ULS-ST.***

21.4.7 ***SBC ILLINOIS will offer to provide its Operator Services and/or Directory Assistance Services (OS/DA) to be optionally used by MCI_m with Pre-Existing and New UNE-P for an additional charge as specified in Appendix Pricing of this Agreement.***

21.4.8 ***Upon MCI_m's request, SBC ILLINOIS shall provide branding of MCI_m's OS/DA traffic routed to SBC ILLINOIS's OS/DA platform(s) at the rates set forth in Appendix Pricing of this Agreement.***

21.4.9 ***Non-Telecommunications Services shall not be included with Provision of Pre-Existing and New UNE-P. This includes, but is not limited to, voice mail, inside wire maintenance, customer premises equipment and calling card services.***

21.4.10 ***Recurring and nonrecurring charges for ordinarily combined Pre-Existing and New UNE-P will be applied as shown in Appendix Pricing of this Agreement.***

21.5 ***UNE-P: Pre-existing and New Combinations***

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Bold italic font represents MCI_m proposed language.

Bold underlined font represents SBC proposed language.

- 21.5.1 *The Pre-Existing UNE-P offering consists of the combination of an unbundled Loop, ULS-ST Network Elements that are currently combined, as defined above, which SBC ILLINOIS will not separate but instead offer as an existing combination of unbundled Network Elements pursuant to 47 C.F.R. § 51.315(b).*
- 21.5.2 *MCIm may request different types of Pre-Existing UNE-P combinations. Each different Pre-Existing UNE-P offering is a currently physically combined combination of a specific type of unbundled Loop, unbundled local switching port and shared transport Network Elements.*
- 21.5.3 *The New UNE-P offering, as defined above, enables MCIm to request SBC ILLINOIS to do all of the work necessary to provision and combine the same type of unbundled Loop and ULS-ST that SBC ILLINOIS combines for its end user customers, for MCIm. The telecommunications carrier may request the types of combinations of unbundled Network Elements defined as New UNE-P above.*
- 21.5.4 *The unbundled Network Element combinations of unbundled Loop and ULS-ST Network Elements that comprise the Pre-Existing and New UNE-P offerings are described in this Agreement.*
- 21.5.5 *The features, functions, and capabilities for unbundled ULS-ST provided as part of Pre-Existing and New UNE-P will be provided as set forth in this Agreement.*
- 21.6 **Ordering and Provisioning**
- 21.6.1 *SBC ILLINOIS will provide MCIm with electronic access for pre-ordering capabilities and service order requests for Pre-Existing and New UNE-P.*
- 21.6.2 *The service installation for each specific New UNE-P combination will be provided at parity with the comparable SBC ILLINOIS retail service.*
- 21.6.3 *Unless MCIm directs SBC ILLINOIS otherwise (for example MCIm submits an order with a due date beyond three days after date of submission) or a contrary agreement, entered into after June 30, 2001, between SBC ILLINOIS and the telecommunications carrier that provides otherwise, as of 12:01 a.m. on the third business day after placing an order for UNE-P, MCIm shall be the presubscribed primary local exchange carrier for that end user customer line and shall be entitled to receive, or to direct the disposition of, all revenues for all telecommunications services that utilize the unbundled Network Elements in that UNE-P, unless it is established that the end user customer of the existing local exchange service did not authorize MCIm to make the request.*
- 21.6.4 *When MCIm places an order for a Pre-Existing UNE-P that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCIm, SBC ILLINOIS shall provide MCIm with the ordered Pre-Existing UNE-P within 3 business days for at least 95% of the orders for MCIm for each month.*

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- 21.6.5 *When MCI_m places an order for Pre-Existing Network Elements platform that does not require field work outside of the central office, for an end user customer that has existing local exchange telecommunications service provided by SBC ILLINOIS, unless otherwise agreed by SBC ILLINOIS and MCI_m, SBC ILLINOIS shall provide the ordered Pre-Existing UNE-P without any unnecessary disruption to the end user customer's services.*
- 21.6.6 *SBC ILLINOIS shall not disconnect any splitter used in combination with a requested Network Element platform. Nor will SBC ILLINOIS disrupt any service to an end user customer being served using a Network Element platform.*
- 21.6.7 *SBC ILLINOIS shall allow, and provide for, cross connects between a noncollocated telecommunications carrier's (including MCI_m) Network Elements platform, including a splitter, and the facilities of any collocated carrier (including MCI_m), consistent with safety and network reliability standards.*
- 21.6.8 *Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does not require any field work outside the central office, SBC ILLINOIS shall provision that platform in the same interval, and at the same rates, as a unbundled Network Element platform provisioned without an advanced data service.*
- 21.6.9 *Where a Network Element platform being used in combination with the provision of an xDSL data service is requested that does require field work outside the central office, SBC ILLINOIS shall provision that platform in an interval no longer than the intervals established for similar arrangements where SBC ILLINOIS provides voice services.*
- 21.7 **TECHNICAL REFERENCES**
- 21.7.1 *Technical References for the unbundled Network Elements comprising Pre-Existing and New UNE-P can be found in this Appendix UNE.*
- 21.8 **RATE APPLICATION AND PRICES**
- 21.8.1 *All recurring, minute of use (MOU), and per message charges applicable to each UNE comprising the combination as defined in Appendix Pricing of this Agreement apply to Existing or New UNE-P with the following clarifications:*
- One (1) Cross-Connection Service charge shall apply to each Pre-Existing or New UNE-P.*
- One (1) Service Coordination Fee shall apply to Pre-Existing or New UNE-P per carrier bill, per switch.*
- 21.8.2 *When unbundled Lloop and ports are provided with splitter functionality, the non-recurring rate for recovery of splitter costs shall be assessed to the provider of voice services. Loop, port and applicable splitter charges shall be assessed to the purchaser of the unbundled loop and switch port.*

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Bold italic font represents MCI_m proposed language.Bold underlined font represents SBC proposed language.

21.8.3 **Non-Recurring Charges**

21.8.3.1 ***The only non-recurring charges applicable to the following combinations are those set forth below.***

21.8.3.1.1 ***Conversion of an existing SBC ILLINOIS access line to UNE-P with Loop and line port combinations "as is," (i.e. conversion to UNE-P with the same features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) or "as directed," (i.e., with different, additional and/or fewer features and functions the line had when it was provided by SBC ILLINOIS to the end user customer) will be assessed: \$1.02 Record Work Only Charge.***

21.8.3.1.2 ***Additions or changes to an established UNE-P end user customer's service: \$1.02 Record Work Only Charge. Adding or changing Centrex system features will be assessed applicable charges identified in Appendix Pricing of this Agreement.***

21.9 **BONA FIDE REQUEST PROCESS FOR AN ORDINARILY COMBINED COMBINATIONS (BFR-OC)**

21.9.1 ***A "Bona Fide Request for an Ordinarily Combined Combination" (hereafter referred to as "BFR-OC"), as referenced in this section, is MCI's written request to SBC ILLINOIS to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in this Agreement.***

21.9.2 ***When MCI submits a BFR-OC, MCI shall provide:***

— a technical description of each requested feature, capability, functionality or unbundled Network Element requested including specification of what UNEs the telecommunications carrier requests SBC ILLINOIS to combine, or

— a service provided by SBC ILLINOIS that the telecommunications carrier wishes to provide through an ordinarily combined combination of unbundled Network Elements.

21.9.3 ***This includes retail services provided by SBC ILLINOIS that may be requested, on an unbundled basis.***

21.9.4 ***SBC ILLINOIS will notify both the Commission and MCI each time additional information is requested by SBC ILLINOIS to establish a complete BFR-OC request. The notice will identify the information that is required. MCI is responsible for supplying the requested information and any related information needed to complete its BFR-OC request.***

21.9.5 ***For all requests submitted via the BFR-OC process, SBC ILLINOIS will notify MCI within 10 calendar days of receipt of the complete BFR-OC whether SBC ILLINOIS will accept or reject the BFR-OC.***

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Bold underlined font represents SBC proposed language.

- 21.9.6 ***SBC ILLINOIS will acknowledge receipt of the BFR-OC to the Commission and MCI within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and MCI within two calendar days of SBC ILLINOIS's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by SBC ILLINOIS is received.***
- 21.9.7 ***For each complete BFR-OC accepted by SBC ILLINOIS, SBC ILLINOIS will provide MCI within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested combination), together with general terms and conditions that apply to the offering.***
- 21.9.8 ***If MCI notifies SBC ILLINOIS within 30 calendar days of receipt of SBC ILLINOIS's preliminary analysis that MCI wants SBC ILLINOIS to proceed with development of the "ordinarily combined" combination, SBC ILLINOIS will provide MCI a Final Quote within 60 calendar days of receipt of the notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.***
- 21.9.9 ***Both the Commission and MCI will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, MCI may, at its option, resubmit the request as a standard BFR, according to the provisions of Appendix BFR of this Agreement.***
- 21.9.10 ***SBC ILLINOIS will waive its standard fees associated with the costs for in the case of a BFR-OC.***
- 21.9.11 ***None of the time periods shall begin to run until all BFR-OC information required by SBC ILLINOIS is received.***
- 21.9.12 ***MCI shall submit BFR-OCs via fax between the hours of 7:00 a.m. Central time and 6:00 p.m. on business days at: Fax number: 1-888-435-0134.***
- 21.9.13 ***For any request, MCI must submit the following information, at a minimum, typed:***
- _ Service type (UNE, Access)***
 - _ A designation that the rate schedule be based on Tariff rates or the rate schedule from the telecommunications carrier's interconnection agreement***
 - _ For UNE Requests***
 - UNE-P***
 - UNE loop functionality type (xDSL, HFPSL, 2W, 4W, Analog, Digital, etc.)***
 - End- User Customer Address***

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- Collocation**- Ancillary UNEs or Services (SS-7, OS/DA, E911, etc.)**

- 21.9.14 ***MCIm shall also include a return fax number to which SBC ILLINOIS can send a response and any other written communications about MCIm's request, and the name and telephone number of the MCIm contact who can provide additional information and otherwise discuss the request.***
- 21.9.15 ***A SBC ILLINOIS single point of contact and the particular manner by which such requests are made is necessary to provide SBC ILLINOIS with a reasonable opportunity to respond within the two (2) business day objective. Failure to send a request in this manner, or if the proposed order is incomplete, unclear, or illegible, may prevent SBC ILLINOIS from responding promptly or accurately. The date that the request is received will not be counted in calculating the response time.***
- 21.9.16 ***After a Schedule of Rate request is received, SBC ILLINOIS will confirm its receipt to MCIm's designated representative at the fax number provided in MCIm's request, and will provide a SBC ILLINOIS representative to act as contact.***
- 21.9.17 ***Schedule of Rates provided in response will not include applicable service order charges.***

21.2 New Combinations Involving UNEs

- 21.2.1 **Subject to the provisions hereof and upon MCIm's request, SBC ILLINOIS shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.**
- 21.2.2 **In the event that SBC ILLINOIS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCIm, SBC ILLINOIS shall provide written notice to MCIm of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC ILLINOIS shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 21.9 of this Appendix.**
- 21.2.3 Intentionally Omitted.
- 21.2.3.1 **A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."**
- 21.2.3.1.1 **"Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the SBC ILLINOIS UNEs required either**

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- (1) to convert to a combinations of UNEs-only an SBC ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or MCI's or another carrier's resale End User customer
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for MCI (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to MCI's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service. (Section 2.11.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to MCI's OS/DA platform from the relevant SBC ILLINOIS local switch, including MCI's payment of all applicable charges to establish that routing.)

21.2.3.1.2 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, SBC ILLINOIS shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and MCI shall thereafter be solely responsible for any such non-included functions or other actions. This Section 21.9.3.1.2 shall apply in accordance with its terms, regardless of change in law, "intervening law" or any similarly purposed or other provision of the Agreement and, concomitantly, the

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Bold underlined font represents SBC proposed language.

first sentence of this Section 21.9.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 21.2.3.1.3 Without affecting the application of Section 21.9.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC ILLINOIS, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond SBC ILLINOIS' obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC ILLINOIS obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 21.2.3.2 A new UNE combination does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 21.2.3.3 For a new UNE combination, MCIm shall issue appropriate service requests. These requests will be processed by SBC ILLINOIS, and MCIm 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.
- 21.2.3.4 Upon notice by SBC ILLINOIS, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC ILLINOIS in providing the new UNE combinations, which work is not covered by the charges applicable per Section 21.9.3.3. For any such work done by SBC13-STATE under Section 21.9.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC ILLINOIS, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution

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process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 21.2.4 In accordance with and subject to the provisions of this Section 21.9, any request not included in Section 21.9.3 in which MCIm wants SBC ILLINOIS to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by MCIm (as well as requests where MCIm also wants SBC ILLINOIS to complete the actual combination), shall be made by MCIm in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 21.2.4.1 In any such BFR, MCIm must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any MCIm elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an SBC ILLINOIS UNE and the network element(s) possessed by MCIm.
- 21.2.4.2 In addition to any other applicable charges, MCIm shall be charged a reasonable cost-based fee for any combining work done by SBC ILLINOIS under Section 21.9.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC ILLINOIS's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which MCIm requests SBC ILLINOIS to perform work not required by Section 2.12.1, MCIm shall be charged a market-based rate for any such work.
- 21.2.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 21 apply only in situations where each of the following is met:
- 21.2.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 21.2.5.2 SBC ILLINOIS's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 21.2.5.3 Intentionally omitted.
- 21.2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC ILLINOIS's network.
- 21.2.5.5 Intentionally Omitted.
- 21.2.6 Intentionally Omitted.
- 21.2.7 Intentionally Omitted.
- 21.2.8 The obligation of SBC ILLINOIS to provide any new UNE combination involving a UNE loop and/or UNE transport is also subject to Section 21.9.3.1, including the need for submission of a certification, where

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required thereunder, associated with the submission of an order for a new
UNE combination.

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