

7.5 LIDB Database Service.

7.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

7.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.6 LNP Query Service.

Ameritech's provision of LNP will utilize LRN switch software, the terms and conditions of which are prescribed in Article XIII. With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

7.7 Operator Services and Directory Assistance Services

7.7.1 This Section 7.7 establishes the terms and conditions governing the provision to Requesting Carrier by Ameritech of manual and automated Local and intrastate intraLATA, interstate intraLATA Operator Toll and Assist Services ("OS"), and Home NPA Directory Assistance service and Information Call Completion Services ("DA"). Ameritech's offering of OS and DA services is made available as a stand alone, integrated service and not as an unbundled Network Element.

7.7.2 At Requesting Carrier's request, Ameritech will provide manual and automated OS and DA services to Requesting Carrier. A description of the OS and DA services to be provided is set forth on Schedule 7.7.2. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance and Information Call Completion services will be provided to

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Requesting Carrier upon request. The Implementation Plan shall establish a process by which this list is updated as such DA services are provided in additional NPA/Exchange Areas.

7.7.3 Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Requesting Carrier shall provide the necessary direct trunking and termination facilities from its End Office to the Ameritech TOPS switch used to provide OS and DA services. Further, OS and DA traffic must be delivered to the Ameritech TOPS switch without any Tandem switching. The TOPS location to which Requesting Carrier will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Requesting Carrier deliver its OS or DA traffic to the TOPS switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

7.7.4 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities must be provided by Requesting Carrier to the extent necessary.

7.7.5 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Requesting Carrier will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

7.7.6 Requesting Carrier will furnish to Ameritech all information necessary for Ameritech's provision of OS and DA. All information provided shall be treated as Proprietary Information pursuant to Article XX. Requesting Carrier shall provide, at a minimum, the following applicable information to Ameritech not less than ninety (90) days (or such earlier time as mutually agreed upon) prior to the date on which Requesting Carrier requests Ameritech to provide OS and/or DA:

OS

- emergency agency phone numbers;
- rate information (such as mileage bands, operator surcharge information);
- and
- originating screening information.

DA

- listing information for the areas to be served by Ameritech; and

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- network information necessary to provide for the direct trunking of the DA calls.

Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed upon schedule.

7.7.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers. Requesting Carrier shall provide Ameritech the wording of the announcement.

7.7.8 Requesting Carrier grants to Ameritech during the Term a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Requesting Carrier Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

7.7.9 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers.

7.7.10 Ameritech will bill Requesting Carrier monthly for the OS and DA services it performs at the rates specified in Item X of the Pricing Schedule, which will include detailed billing information as required to substantiate its charges.

ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

8.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in

conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

8.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

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

9.1 Access to Network Elements.

9.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in Section 9.2, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are not required to provide access to one or more of the Network Elements (individually or in combination with another Network Element) described in this Agreement or places certain limitations or qualifications on the nature of such access, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated, as applicable, in good faith and this Agreement be amended accordingly. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may (i) consider such failure to renegotiate a "Dispute" under Section 27.3 of this Agreement or (ii) forego the dispute escalation procedures set forth in Section 27.3 and seek any relief it is entitled to under Applicable Law.

9.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, exist and are available, in each case as such Network Element is defined herein. If Ameritech makes available access to a Network Element that requires special construction or conditioning, Requesting Carrier shall pay to Ameritech any applicable special construction or conditioning charges. The Parties shall mutually agree on the nature and manner of any required special construction or conditioning, the applicable charges thereto and

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the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.

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

9.2.1 Unbundled Local Loops, as more fully described on Schedule 9.2.1; and

9.2.2 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.2.

The UNE Remand Order was released on November 5, 1999. Some portions of the UNE Remand Order are effective thirty (30) days after publication in the Federal Register and other portions are effective one hundred twenty (120) days after such publication. Both Parties are analyzing their rights and obligations under the UNE Remand Order. Subject to the outcome of any appeal including, but not limited to, any stay that may be obtained pending appeal, the Parties acknowledge that the UNE Remand Order requires Ameritech to make available certain Unbundled Network Elements not identified above and limits or conditions Ameritech's obligation to offer certain Unbundled Network Elements identified above, such as Unbundled Switching Capability and Operator Services and Directory Services. The Parties agree to negotiate an amendment to this Agreement to conform the Agreement with the UNE Remand Order and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions relating to each such Unbundled Network Element within the time frame(s) specified for providing access as set forth in the UNE Remand Order. If the Parties are unable to reach agreement on an amendment within the time frames set forth in the UNE Remand Order for providing access to any Unbundled Network Element, either Party may consider such failure to negotiate an amendment a "Dispute" under Section 27.3 of this Agreement.

9.3 Requesting Carrier's Combination of Network Elements.

9.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair

the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, unbundled Network Elements as set forth on Schedule 9.5.

9.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder.

9.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier ("PLEC"), Requesting Carrier shall comply with the requirements of Section 10.11.1.

9.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described on Schedule 10.11.2.

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9.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.5**.

9.6 Availability of Additional Network Elements. Any request by Requesting Carrier for access to a Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element. If at the time of any request by Requesting Carrier for access to an unbundled Network Element, such access to an unbundled Network Element is part of Ameritech's standard offering in Illinois to other Telecommunications Carriers (TCs) as determined by Ameritech, Ameritech agrees to amend this Agreement to include such access to an unbundled Network Element on the terms and conditions (including pricing) that Ameritech is making such or unbundled Network Element generally available to other TCs at the time of the request. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may consider such failure to renegotiate a "Dispute" under **Section 2.7.3** of this Agreement.

9.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

9.8 Billing. Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVI** to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall perform maintenance of Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused

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by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule. If any dispute arises concerning the origin of the suspected failure, the Parties shall follow the dispute resolution procedures set forth in Section 27.4.

9.9.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

9.10 Standards of Performance.

9.10.1 Ameritech shall provide to Requesting Carrier access to unbundled Network Elements in accordance with Section 9.4 as determined by this Section 9.10 (collectively, the "Ameritech Network Element Performance Benchmarks").

9.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in Schedule 9.10 which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a "Network Element Performance Activity"). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "Ameritech NE Records") and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the "Requesting Carrier NE Records") and (y) other LECs in the aggregate (the "Other LEC NE Records"). The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

9.10.3 Subject to the last sentence of this Section 9.10.3, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Requesting Carrier has used all available Operations Support Systems functions with respect to the unbundled Network Elements purchased during the Reporting Period, (ii) the unbundled Network Elements purchased were the subject of a forecast submitted in accordance with Sections 19.3 and/or 19.4, (iii) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (iv) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (v) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an "NE

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Specified Performance Breach". Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 9.10**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 9.10.3** if Requesting Carrier is leasing less than five hundred (500) of any type of unbundled Network Elements from Ameritech for a given Reporting Period.

9.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

9.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

9.10.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers.

ARTICLE X RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

10.1.1 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the "Resale Services"). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on **Schedule 10.1**. The wholesale discount set forth on **Schedule 10.1** shall not apply to taxes or

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other pass-through charges (e.g., end-user common line charge, 9-1-1 surcharge and special construction charges). If during the Term the Commission changes the discount rate, or any other charge applicable to Resale Services in an order or docket that applies generally to the Resale Services that Ameritech provides in the Territory, the Parties agree to amend this Agreement to incorporate such discount rate and/or charges with such discount and/or charges to be effective as of the date specified in such order or docket.

10.1.2 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Requesting Carrier for resale if (i) the retail Customer contract permits such assignment and (ii) Requesting Carrier has previously provided Ameritech with an executed "Agreement to Assume Ameritech Contracts" in the form set forth on Schedule 10.1.2. Upon submission of an order for Contract Services, Requesting Carrier agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Requesting Carrier at a discount off the retail rates for such Contract Services as prescribed by the Commission or, if the Commission has not prescribed such discount, at Ameritech's actual avoided costs associated with Ameritech's provision of those Contract Services, net any increased costs Ameritech incurs to provide Requesting Carrier with wholesale functionality relating to such Contract Services (e.g., DUF). For purposes of this Agreement, "Contract Services" shall mean those existing contracts under which Ameritech provides Telecommunications Services at retail to subscribers who are not Telecommunications Carriers and which provide (A) volume or term discounts which are available under Ameritech's Retail Tariff(s) and catalogs (e.g., optional calling plans for usage) or (B) a unique, off-tariff rate for a Telecommunications Service with the same service description, cost structure and general terms and conditions as Ameritech's Retail Tariff(s) and catalogs (e.g., local and toll usage). Contracts that include (x) special assemblies or other custom-designed arrangements designed to meet the specific needs and cost structure of serving a particular Customer or (y) services that are not made generally available to the public are not Contract Services.

10.2 **Other Services.** Ameritech may, at its sole discretion, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

10.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers ("**Grandfathered Services**") are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services

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available to Requesting Carrier for resale, subject to the terms of Section 10.3.2, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Requesting Carrier as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer's selection of Requesting Carrier as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Requesting Carrier at a discount off the retail rates for such Grandfathered Services based on Ameritech's avoided costs associated with such Grandfathered Services.

10.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber ("Sunsetted Services") are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to Requesting Carrier for resale to Requesting Carrier's Customers who are subscribers to the Sunsetted Service either from Ameritech or Requesting Carrier at the time so classified (subject to the provisions of Section 10.3.1 if such Sunsetted Service was classified as a Grandfathered Service prior to its classification as a Sunsetted Service) until the date such service is discontinued.

10.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services.

10.4 Additional Charges for Resale Services.

10.4.1 In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

10.4.2 If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the intervals set forth on Schedule 10.9.2.

10.5 Restrictions on Resale Services.

10.5.1 Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

10.5.2 Ameritech shall not be required to provide to Requesting Carrier a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

10.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

10.5.4 Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

10.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

10.5.6 Requesting Carrier's sale and its Customer's use of the Resale Services are subject to the same restrictions as Ameritech's provision to its retail Customers of such services, including, as applicable, those restrictions described in Ameritech's retail tariffs, the Ameritech catalog(s) and TCNet.

10.5.7 Ameritech may impose additional restrictions on Requesting Carrier's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. Ameritech shall, via tariff filings, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this Section 10.6 (other than in a publicly filed tariff) shall be deemed "Proprietary Information" and subject to the terms and conditions of Article XX.

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10.7 Operations Support Systems Functions. Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.9 Standards of Performance.

10.9.1 Ameritech shall provide Resale Services to Requesting Carrier in accordance with Section 10.8 as determined by this Section 10.9, but subject to Section 10.4 (collectively, the "Resale Performance Benchmarks").

10.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on Schedule 10.9.2 (each, a "Resale Performance Activity") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "Ameritech Resale Records") and parallel records of the Resale Services provided to (i) Requesting Carrier (the "Requesting Carrier Records") and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the "Other Reseller Records"). The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech's retail Customers or (y) begins measuring additional criteria to assess such performance.

10.9.3 Subject to Section 10.9.2 and the last sentence of this Section 10.9.3, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If

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(i) Requesting Carrier has used all available Operations Support Systems functions functionality with respect to the Resale Services purchased during the Reporting Period, (ii) the Resale Services purchased were the subject of a forecast submitted in accordance with **Sections 19.3** and/or **19.4**, (iii) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (iv) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (v) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a **“Resale Specified Performance Breach.”** Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller’s proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 10.9**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 10.9.3** if Requesting Carrier is reselling less than one thousand (1000) resold lines in a given Reporting Period.

10.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech’s failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech’s compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech’s ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech’s compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

10.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Requesting Carrier may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law; or
- (b) Ameritech shall pay to Requesting Carrier as liquidated damages any amounts that Requesting Carrier is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

10.9.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

10.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

- (i) Local Directory Assistance calls dialed by Requesting Carrier's Customers directly to Requesting Carrier Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by Requesting Carrier Customers directly to the Requesting Carrier Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the Requesting Carrier Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit Requesting Carrier Customers to dial the same telephone numbers for Requesting Carrier Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any Customer premises equipment, any other Customer-owned facilities or its outside plant.

10.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement or that some facilities used in provisioning service are owned and

maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

10.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

10.10.6 Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

10.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

10.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this **Section 10.10**.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in **Schedule 10.11.1**) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

10.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

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- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC (“Unauthorized Switching”), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of Schedule 10.11.2. However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties enumerated on Schedule 10.11.2 and will pay to Requesting Carrier the Unauthorized Switching charge described on Schedule 10.11.2.
- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (“PIC”) changes.

10.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier’s Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier (“Carrier of Record”) for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 10.11.1. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

10.11.4 When Ameritech is notified by Requesting Carrier that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

10.11.5 (a) From the Effective Date until thirty (30) Business Days after Requesting Carrier makes the election described in subsection (b), when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

(b) Requesting Carrier may also elect to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of Requesting Carrier’s Customer. Within thirty (30) Business Days after the Effective Date (the “Election Period”), Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier’s written notice of election. If Requesting Carrier fails to make the election described in this subsection (b) within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under subsection (a), and not under this subsection (b).

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with the provisions of Article XV.

10.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Information Database ("LIDB").

10.12.3 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

10.12.4 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by a Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

10.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.5.

10.13 Service Functions.

10.13.1 Point of Contact for Requesting Carrier Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.

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- (b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.
- (c) Requests for Service Changes. When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.

10.13.2 Operations Support Systems Functions — Provisioning.

- (a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's then-current Electronic Service Ordering Guide (the "Provisioning EI") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Schedule 10.13.2.
- (b) Non-Electronic Orders. On or before October 28, 2000, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI after October 28, 2000 (a "Non-Electronic Order") except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) solely by Ameritech's equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order on or before October 28, 2000 or for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair

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for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of twenty (20) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in **clause (ii)** above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period. Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after receipt by Ameritech of Requesting Carrier's written notice as described above. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

- (c) **Pre-Ordering Functions.** Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on **Schedule 10.13.2** and/or made available to Requesting Carrier after the Effective Date.
- (d) **Service Ordering and Provisioning.** Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.11.1**.
- (e) **Status Reports.** After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) **Non-Interruption of Service.** Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order

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or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

10.13.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the "Maintenance EI") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.
- (c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

10.14 Responsibilities of Requesting Carrier.

10.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

10.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

10.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.

10.14.4 Notwithstanding anything to the contrary in this Agreement, Requesting Carrier is solely responsible for the payment of charges for all Resale Services furnished under this Agreement, including calls originated or accepted by Requesting Carrier and its Customers.

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10.14.5 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

10.15 Responsibilities of Ameritech. Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 ("E9-1-1") service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both Requesting Carrier and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

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10.16.2 Interexchange call detail on resold lines that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Requesting Carrier. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on resold lines will be passed through when Ameritech records the message.

10.16.3 Ancillary Services Traffic originated on or billed to a resold line shall be subject to the rates, terms and conditions of Section 7.1.

10.16.4 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

10.16.5 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of Article XXVI. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 Requesting Carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Requesting Carrier or, as appropriate, to Requesting Carrier's Customer, when:

- (a) An order is issued by a court of competent jurisdiction, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a resale local exchange Telecommunications Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this Section 10.17.1 shall apply only to the specific affected Resale Services.

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10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier or as ordered by a court.

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Requesting Carrier or Requesting Carrier's Customers shall not utilize Resale Services for the purpose of soliciting by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damages either Party's equipment or causes a malfunction of either Party's billing equipment.

10.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

10.17.6 The determination as to whether any local exchange Telecommunications Service provided by Requesting Carrier to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Requesting Carrier's Customer.

ARTICLE XI NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.1 Access to Collocation.

12.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

12.1.2 Non Discriminatory Basis. Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.2 Standard Collocation Offerings. Subject to Section 12.1 and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this Section 12.2. Any request by Requesting Carrier for Ameritech to provide a Collocation method (or increment of space) not described in this Section 12.2 shall be made pursuant to Section 12.3.

12.2.1 Ameritech Physical Collocation Service. Upon request, Ameritech shall provide Requesting Carrier Ameritech Physical Collocation Service ("APCS") in any Unused Space. APCS is available in increments of one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. If Requesting Carrier wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of Section 12.2.3 and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change Ameritech's records and databases to reflect such conversion to Shared Cage Collocation.

12.2.2 Cageless Physical Collocation. Upon request, Ameritech shall provide Requesting Carrier Cageless Physical Collocation in any Unused Space. Ameritech's standard offering of Cageless Physical Collocation is available in increments of one (1) bay, or single rack,

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of equipment. The rates set forth in this Agreement correspond to the Collocation of a bay with (i) dimensions seven (7) feet high, twenty-three (23) inches wide and one (1) foot deep (a "Standard Bay") and (ii) surrounding standard access space requirements for minimum three (3) inch spacers between bays, aisles and common area for facility placement (with the Standard Bay, a "Standard Bay Footprint"). If Requesting Carrier wishes to collocate a rack or bay with dimensions different than a Standard Bay or requests floor space greater than the Standard Bay Footprint, Requesting Carrier shall request same via an NSCR (as defined in Section 12.3). Requesting Carrier may, at its option and expense, provide a lockable enclosure for its bay(s) so long as such enclosure does not exceed the Standard Bay dimensions. For safety purposes, in no event shall any of Requesting Carrier's equipment protrude outside of its bay. Requesting Carrier shall have direct access to its Cageless Physical Collocation and Ameritech shall not require construction of a new and separate entrance to Requesting Carrier's Cageless Physical Collocation; provided, that the foregoing limitation shall not preclude Ameritech from assigning Requesting Carrier Cageless Physical Collocation accessed by a separate entrance or door or constructing same so long as Requesting Carrier has access to such space, subject to Section 12.10.2, twenty-four (24) hours a day, seven days a week ("24 x 7") and such separate entrance does not delay Requesting Carrier's Collocation or increase the cost for Requesting Carrier to Collocate (excluding any permitted recovery of costs attributable to reasonable security measures). Ameritech may, at its option, take reasonable security measures to protect its own equipment and network, such as enclosing same with a partition or cage separating it from Cageless Physical Collocation. If there is not sufficient space for Ameritech to protect its equipment from Requesting Carrier with a partition or cage, Ameritech may separate its equipment from Requesting Carrier's equipment by tape/paint on the floor or other markings that are not physical separations. In no event may Requesting Carrier traverse such separation nor may Requesting Carrier access Ameritech's Main Distribution Frame, cross-connect frames or other equipment.

12.2.3 Shared Caged Collocation.

- (a) Upon request, Ameritech shall provide Requesting Carrier Shared Caged Collocation in any Unused Space. "Shared Caged Collocation" is caged Physical Collocation space shared by Requesting Carrier and one or more competitive Local Exchange Carriers ("CLEC") pursuant to terms and conditions agreed upon by such carriers. Requesting Carrier may request that Ameritech provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space ("New Shared Collocation") or (ii) a request by Requesting Carrier to enter into a sublease arrangement with another CLEC in Requesting Carrier's existing Physical Collocation ("Subleased Shared Collocation"). In each Shared Caged Collocation arrangement, Ameritech's single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in subsection (b) below) shall be referred

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to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this Article XII, each carrier (including Requesting Carrier and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator". An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and (B) signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- (b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from Ameritech in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. Each request for New Shared Collocation shall identify each Resident Collocator and the number of bays attributable to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, Ameritech shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by Ameritech to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; provided, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and Ameritech shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, Ameritech shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New

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Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such carrier's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. Any additional or extraordinary charges incurred to accommodate a Resident Collocator's specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. If Requesting Carrier is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Requesting Carrier is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Requesting Carrier shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- (c) For Subleased Shared Collocation, if the Requesting Carrier is the Primary Collocator, then Requesting Carrier shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another carrier to sublease space from Requesting Carrier, Requesting Carrier shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Requesting Carrier is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Requesting Carrier agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall

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apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- (d) Requesting Carrier represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 12.4 and which is necessary to Interconnect with Ameritech or for access to Ameritech's unbundled Network Elements. Ameritech shall provide Requesting Carrier access to Ameritech's unbundled Network Elements and permit Requesting Carrier to Interconnect its network with Ameritech from Shared Caged Collocation, regardless if Requesting Carrier was the original Collocator. Requesting Carrier, however, shall have no right to request and Ameritech shall have no obligation to provide Requesting Carrier's Resident Collocators access to Ameritech's unbundled Network Elements or Ameritech's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with Ameritech.
- (e) As a condition of entering into Shared Caged Collocation, Requesting Carrier agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees Ameritech the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one carrier remains in the Shared Cage Collocation, that carrier shall become the Primary Collocator. Ameritech shall bill the new Primary Collocator any applicable charges to change Ameritech's records and databases to reflect such new Primary Collocator.
- (f) Any obligation of Ameritech under this Article XII (and any schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

12.2.4 Virtual Collocation. Upon request, Ameritech shall provide Requesting Carrier Virtual Collocation in any Unused Space. If Requesting Carrier wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an NSCR. Requesting Carrier shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech

shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Requesting Carrier's equipment. Requesting Carrier cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Requesting Carrier's Virtual Collocation bays in its switch line-up, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

12.3 Non-Standard Collocation Requests.

12.3.1 Non-Standard Collocation Request. Subject to Sections 12.3.1 and 12.3.2 Requesting Carrier may request Ameritech to provide a Collocation method (or an increment of space) not described in Section 12.2 by submitting to Ameritech a Non-Standard Collocation Request in the form set forth on Schedule 12.3 (an "NSCR"). Collocation requested via an NSCR shall (i) be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, provision and bill such Collocation method, (ii) be excluded from any standard provisioning intervals or performance credits contained in this Agreement and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Requesting Carrier confirms its order pursuant to the NSCR.

12.3.2 Adjacent Collocation. If and only if there is no Unused Space for Physical Collocation, Requesting Carrier may submit to Ameritech an NSCR that requests Ameritech to provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Agreement, "Adjacent Collocation" shall mean Collocation on Ameritech's property in adjacent controlled environmental vaults or similar structures (collectively, an "Adjacent Structure"). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Requesting Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall have no obligation to consider or process an NSCR for Adjacent Collocation until Requesting Carrier has secured and provided Ameritech evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Requesting Carrier seeks to locate such Adjacent Structure is not owned by Ameritech,