

ARTICLE 9

ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

- 9.1 Introduction - Access to Unbundled Network Elements.** This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which AT&T ILLINOIS agrees to furnish CLEC with access to Network Elements on an unbundled basis and the terms under which AT&T ILLINOIS agrees to provide Combinations of Unbundled Network Elements (“UNE Combinations or Combinations”) as more specifically defined in Section 9.3. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with AT&T ILLINOIS’ network.
- 9.1.1 AT&T ILLINOIS shall provide CLEC nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable CLEC to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, applicable state statutes, orders, rules and regulations. A “telecommunications service”, as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.”
- 9.1.2 AT&T ILLINOIS shall provide CLEC Unbundled Network Elements in a manner that allows CLEC to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to CLEC for use in the provision of any telecommunications service within the LATA to CLEC’s end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the Illinois Commerce Commission. AT&T ILLINOIS shall provide CLEC with Combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. AT&T ILLINOIS shall not place any restrictions or limitations on CLEC’s use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. CLEC may not use combinations of network elements to provide exchange access service to a customer unless it provides a “significant amount of local exchange service” to such customer in accordance with the requirements and definitions

contained in Paragraph 22 of the FCC's Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.

- 9.1.3 Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements AT&T ILLINOIS shall provide to CLEC are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. AT&T ILLINOIS shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall AT&T ILLINOIS require CLEC to purchase any Unbundled Network Element in conjunction with any other service or element.
- 9.1.4 When CLEC replaces any existing service with Network Elements (including Combinations), AT&T ILLINOIS shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of CLEC.

9.2 Network Elements.

- 9.2.1 "Network Element" shall mean "a facility or equipment used in the provision of a telecommunications service." "Network Element" shall also include "features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."
- 9.2.2 AT&T ILLINOIS will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC, AT&T ILLINOIS or third parties with each of AT&T ILLINOIS' UNEs or Combinations at any technically feasible point. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9), or (ii) under any arrangement AT&T ILLINOIS may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2, BFR, of this Agreement.
- 9.2.3 At such time that CLEC provides AT&T with an order for a particular Unbundled Network Element or Combination, CLEC may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by AT&T, unless AT&T provides CLEC, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article (General Terms and

Conditions) of this Agreement. Unless otherwise specified, any reference to DS1 in this Article 9 shall mean, at CLEC's option, either DS1 AMI or XDSL facility.

- 9.2.4 CLEC may use one or more UNEs or Combinations to provide to itself, its affiliates and to CLEC End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.
- 9.2.5 For individual network elements or Unbundled Network Elements ordered by CLEC, AT&T Illinois shall provide a demarcation point that is agreed to by both parties and if necessary, access to such demarcation point, unless the demarcation point is located on AT&T's MDF.
- 9.2.5.1 Where facilities and equipment are not "available", AT&T ILLINOIS shall not be required to provide Unbundled Network Elements. A facility is available if it is located in an area presently served by AT&T and otherwise meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593. This definition of "available" does not require AT&T to construct network elements for the sole purpose of unbundling those elements for CLECs.

However, CLEC may request and, to the extent required by law, AT&T ILLINOIS shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2, BFR of this Agreement.

- 9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.
- 9.2.7 This section includes the minimum set of Unbundled Network Elements to which AT&T Illinois shall provide CLEC access under this Agreement. This minimum set of Unbundled Network Elements is described in detail in the Schedules attached hereto. CLEC and AT&T ILLINOIS agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. CLEC and AT&T ILLINOIS also agree that CLEC may identify and request that AT&T ILLINOIS furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by CLEC to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

9.3 Combination of Unbundled Network Elements.

9.3.1 At the request of CLEC, AT&T shall provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, AT&T ILLINOIS shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in AT&T ILLINOIS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of CLEC, AT&T ILLINOIS shall also combine for CLEC any sequence of Unbundled Network Elements that AT&T ILLINOIS "ordinarily combines" for itself or its end users. AT&T ILLINOIS shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by AT&T ILLINOIS or AT&T ILLINOIS' end users where AT&T ILLINOIS provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and AT&T Illinois will not have an obligation to provide the combination, if: (1) AT&T ILLINOIS does not provide services using such a combination of unbundled network elements; (2) where AT&T ILLINOIS does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require AT&T ILLINOIS to provide as an unbundled network element.

As required by Section 13-801(d)(4) of the Illinois Public Utilities Act and all Illinois Commerce Commission rules and orders interpreting Section 13-801(d)(4), CLEC may use a Network Elements platform consisting solely of combined Network Elements of AT&T ILLINOIS to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without CLEC's provision or use of any other facilities or functionalities.

9.3.1.1 When CLEC orders the UNE-Platform for its end user customers, the combination shall consist of the NID, the loop, local switching, and shared transport. When CLEC end user customers utilize the UNE-Platform, AT&T ILLINOIS' signaling and call-related databases may be accessed in order to complete calls dialed by CLEC's end users. Calls dialed by CLEC's UNE-P end user customers may also use AT&T ILLINOIS tandem switching and OS and DA. OS and DA may be provided by either AT&T ILLINOIS or via customized routing where AT&T ILLINOIS routes CLEC's OS and DA traffic to CLEC's OS/DA platform or the OS/DA platform of a third party. Custom routing in this instance is only available per the terms of this agreement.

9.3.1.2 When CLEC requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by AT&T or by another CLEC through AT&T's network elements platform, unless otherwise agreed to by CLEC, AT&T shall provide CLEC with the requested network elements platforms with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T Illinois shall coordinate it with CLEC's representatives to accomplish this goal. CLEC may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for CLEC to collocate in an AT&T Illinois central office in order to purchase the UNE-Platform. AT&T Illinois shall provide network elements platforms, including the UNE-Platform to CLEC even if CLEC is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, AT&T Illinois will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

9.3.1.3.1 In accordance with Section 9.2.7.4.4 of Schedule 9.2.7 "inter-office transmission facilities" and 27.14.4 of Article 27 "comprehensive billing", AT&T will provide the records to CLEC in an OBF EMI format and retain these records for one year. The OCN will be included in the EMI records according to industry standards.

9.3.1.3.2 CLEC's use of the UNE-Platform to provide service shall not in any way impair or deny CLEC's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.

9.3.1.3.3 At CLEC's option, AT&T ILLINOIS will route CLEC's intraLATA and interLATA toll traffic to CLEC via CLEC's Carrier Identification Code.

9.3.1.3.4 Other than as set forth in this Agreement, AT&T Illinois shall not place any restrictions or limitations on CLEC's use of the UNE-Platform other than those restrictions and limitations set forth in this Agreement or provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.

9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to CLEC flow from AT&T ILLINOIS or from another CLEC.

9.3.1.3.6 Operator services will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6. Collocation by CLEC shall not be required.

9.3.1.3.7 Directory assistance will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6.

9.3.2 Additional terms and conditions related to Combinations are as follows:

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9.3.2.3 AT&T ILLINOIS shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If CLEC requests a combination of network elements that are not ordinarily combined, CLEC shall submit a BFR, as set forth in Schedule 2.2, BFR. If CLEC requests a combination of network elements that are ordinarily combined, but not included on Table 1, CLEC shall submit a BFR-OC, as set forth in Schedule 2.2, BFR.

9.3.2.5 At the request of CLEC, AT&T shall also provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. AT&T shall permit CLEC to combine any Unbundled Network Element(s) obtained from AT&T with Compatible Network Components provided by CLEC or provided by third parties to CLEC or combined any Unbundled Network Element(s) with other services (including access services) obtained from AT&T Illinois in order to provide telecommunication services to CLEC, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.

9.3.3 New Combinations involving UNEs (AT&T ILLINOIS')

9.3.3.1 For purposes of determining the proper application of non-recurring charges a "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by AT&T ILLINOIS at an AT&T ILLINOIS premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when CLEC orders all the AT&T ILLINOIS UNEs required either:

- (1) to convert to a combinations of UNEs an AT&T ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (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 CLEC'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 AT&T 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 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant AT&T ILLINOIS local switch, including CLEC's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The United States Supreme Court, in upholding FCC Rules 315(c)-(f) in *Verizon Comm. Inc.*, made reference to the distinction between an incumbent local exchange carrier such as AT&T-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. AT&T-13STATE thus will continue to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Article.

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, either Party to this Agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either Party to this Agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either Party to this Agreement from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

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9.3.3.4 For a new UNE combination listed on Table 1, CLEC shall issue appropriate service requests. These requests will be processed by AT&T ILLINOIS, and CLEC will be charged pursuant to the Pricing Schedule.

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9.3.3.8 In addition to any other applicable charges, AT&T may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by AT&T ILLINOIS pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement, BFR.

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9.3.3.14 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC’s Supplemental Order Clarification in CC Docket No. 96-98, FCC) -183 (rel. June 2, 2000));

9.3.4 Upon CLEC's request, AT&T ILLINOIS shall perform the functions necessary to combine AT&T ILLINOIS' Network Elements in any manner, even if those elements are not ordinarily combined in AT&T ILLINOIS’ network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with AT&T ILLINOIS’ network. In addition, upon a request of CLEC that is consistent with the above criteria, AT&T ILLINOIS shall perform the functions necessary to combine AT&T ILLINOIS’ Unbundled Network Elements with elements possessed by CLEC in any technically feasible manner.

9.3.5 A minimum set of Combinations is described in Table 1 of this Article 9 that CLEC and AT&T ILLINOIS have identified as of the Effective Date of this Agreement. CLEC may request Table 1 combinations of the same type, going to the same location, on a single order.

- 9.3.6 When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.
- 9.3.7 AT&T ILLINOIS shall make available to CLEC the following Combinations as described in the table set forth:

TABLE 1

- 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 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
- 2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
- 4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

9.4 Nondiscriminatory Access to and Provision of Network Elements.

- 9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that AT&T ILLINOIS provides to CLEC hereunder shall be at least equal in quality to that which AT&T ILLINOIS provides to itself, its subsidiaries, Affiliates and any other party.
- 9.4.2 AT&T ILLINOIS shall provide CLEC access to UNEs and Operations Support Systems functions, including the time within which AT&T ILLINOIS provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which AT&T ILLINOIS provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

- 9.5.1 AT&T ILLINOIS shall provide CLEC UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

- 9.5.2 AT&T ILLINOIS shall provide CLEC access to the functionalities for AT&T ILLINOIS' pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that CLEC purchases in accordance with Article 33 (OSS).
- 9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.
- 9.5.4 Unless the Parties negotiate another arrangement, when a AT&T ILLINOIS provided tariffed or resold service is replaced by CLEC's facility based service using any AT&T ILLINOIS provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by AT&T ILLINOIS, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T ILLINOIS provided UNEs is converted to a different CLEC's service which also uses any AT&T ILLINOIS provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T ILLINOIS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 9.6 Availability of Additional or Different Quality Network Elements.** Any request by CLEC for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.
- 9.7 Pricing of Unbundled Network Elements and Combinations.** For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, AT&T ILLINOIS shall charge CLEC the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.
- 9.8 Billing.** AT&T ILLINOIS shall bill CLEC for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.
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9.10 Standards of Performance. AT&T ILLINOIS shall provide to CLEC access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, AT&T ILLINOIS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T ILLINOIS places on itself for orders from its customers.

9.11 Access to UNE Connection Methods.

9.11.1 AT&T ILLINOIS will provide access to Network Elements on an unbundled basis and combinations of Unbundled Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).

9.12 Maintenance of Unbundled Network Elements.

9.12.1 AT&T ILLINOIS shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by AT&T ILLINOIS, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T ILLINOIS' equipment and/or facilities, CLEC will issue a trouble report to AT&T ILLINOIS.

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

9.12.4 CLEC shall pay Time and Material charges when AT&T ILLINOIS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T ILLINOIS or in detariffed CPE provided by AT&T ILLINOIS, unless covered under a separate maintenance agreement.

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

- 9.12.6 If CLEC issues a trouble report allowing AT&T ILLINOIS access to the End User's premises and AT&T ILLINOIS personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T ILLINOIS personnel are dispatched. Subsequently, if AT&T ILLINOIS personnel are allowed access to the premises, these charges will still apply.
- 9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T ILLINOIS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T ILLINOIS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T ILLINOIS performed other than on a normally scheduled workday.
- 9.12.8 If CLEC requests or approves a AT&T ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.13 RECONFIGURATION

- 9.13.1 AT&T ILLINOIS will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).