

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

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois"), and Birch Telecom of the Great Lakes, Inc. ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and MCImetro Access Transmission Services LLC (MCI) for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on May 17, 2005, in docket number 05-0283, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

WHEREAS, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

**1.0 Incorporation of Recitals and Adopted Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

**2.0 Modifications to Adopted Agreement**

- 2.1 References in the Adopted Agreement to MCImetro Access Transmission Services LLC (MCI), or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on May 01, 2008.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

---

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	T.J. Sauder Director-Finance
STREET ADDRESS	2300 Main Street Suite 600
CITY, STATE, ZIP CODE	Kansas City, MO 64108
FACSIMILE NUMBER	816-300-3350

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

NOTICE CONTACT	<u>AT&amp;T-13STATE CONTACT</u>
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

### 3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be executed as of this 7<sup>th</sup> day of May, 2007.

**Birch Telecom of the Great Lakes, Inc.**

By: T.J. Sauder

Printed: T.J. Sauder

Title: Director - Finance  
(Print or Type)

Date: 5/3/2007

**Illinois Bell Telephone Company d/b/a AT&T Illinois by AT&T Operations, Inc., its authorized agent**

By: Rebecca L. Sparks  
Rebecca L. Sparks

Printed: \_\_\_\_\_

Title: Executive Director - Regulatory  
(Print or Type)

Date: MAY 7 2007

UNE OCN#  
RESALE OCN#  
FACILITIES-BASED OCN # 590E  
ACNA VLK

**INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
COMMUNICATIONS ACT OF 1934, AS AMENDED**

**between  
ILLINOIS BELL TELEPHONE COMPANY d/b/a  
SBC ILLINOIS,**

**and**

**MCIMETRO ACCESS TRANSMISSION SERVICES  
LLC**

**TABLE OF CONTENTS**

<b>1. SCOPE OF AGREEMENT .....</b>	<b>5</b>
<b>2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY.....</b>	<b>6</b>
<b>3. NOTICE OF CHANGES -- SECTION 251(C)(5) .....</b>	<b>8</b>
<b>4. GENERAL RESPONSIBILITIES OF THE PARTIES.....</b>	<b>9</b>
<b>5. INSURANCE.....</b>	<b>9</b>
<b>6. OPERATING COMPANY NUMBER (OCN).....</b>	<b>10</b>
<b>7. TERM AND TERMINATION .....</b>	<b>11</b>
<b>8. FRAUD .....</b>	<b>12</b>
<b>9. DEPOSITS .....</b>	<b>13</b>
<b>10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION .....</b>	<b>15</b>
<b>11. INTENTIONALLY OMITTED .....</b>	<b>16</b>
<b>12. DISPUTE ESCALATION AND RESOLUTION.....</b>	<b>16</b>
<b>13. AUDITS .....</b>	<b>18</b>
<b>14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.....</b>	<b>19</b>
<b>15. LIMITATION OF LIABILITY .....</b>	<b>19</b>
<b>16. INDEMNITY.....</b>	<b>20</b>
<b>17. REMEDIES.....</b>	<b>22</b>
<b>18. INTELLECTUAL PROPERTY .....</b>	<b>22</b>
<b>19. NOTICES .....</b>	<b>23</b>
<b>20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS .....</b>	<b>24</b>

21.	INTENTIONALLY OMITTED .....	25
22.	CONFIDENTIALITY .....	25
23.	INTERVENING LAW .....	28
24.	GOVERNING LAW .....	29
25.	REGULATORY APPROVAL .....	29
26.	CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION .....	29
27.	COMPLIANCE AND CERTIFICATION .....	30
28.	LAW ENFORCEMENT .....	30
29.	RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR.....	31
30.	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY .....	31
31.	ASSIGNMENT .....	31
32.	DELEGATION TO AFFILIATE AND SUBCONTRACTING.....	32
33.	RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION .....	32
34.	FORCE MAJEURE .....	34
35.	TAXES .....	34
36.	NON-WAIVER.....	36
37.	INTENTIONALLY OMITTED .....	36
38.	INTENTIONALLY OMITTED .....	36
39.	INTENTIONALLY OMITTED .....	36
40.	CUSTOMER INQUIRIES .....	36
41.	EXPENSES .....	37

42. CONFLICT OF INTEREST ..... 37

43. SURVIVAL ..... 37

44. INTENTIONALLY OMITTED ..... 37

45. AMENDMENTS AND MODIFICATIONS..... 37

46. INTENTIONALLY OMITTED ..... 37

47. INTENTIONALLY OMITTED ..... 37

48. AUTHORITY ..... 37

49. COUNTERPARTS ..... 38

50. ENTIRE AGREEMENT ..... 38

51. PURCHASING FROM TARIFFS ..... 38

52. ALTERNATIVELY BILLED SERVICES ..... 38

## INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC ILLINOIS"), and, MCImetro Access Transmission Services LLC ("MCIIm").

The effective date of this Agreement ("Effective Date") shall be May 1, 2005.

**WHEREAS**, the Parties want to interconnect their networks, to provide Telephone Exchange Services, Exchange Access and ancillary services in ILLINOIS.

**WHEREAS**, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Illinois Commerce Commission (the "Commission") and as specifically set forth herein; and

**WHEREAS**, as of the Effective Date, for purposes of this Agreement, MCIIm operates where SBC ILLINOIS is the certified incumbent Local Exchange Carrier and MCIIm is a certified competitive Local Exchange Carrier.

**NOW, THEREFORE**, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

### GENERAL TERMS AND CONDITIONS

#### 1. SCOPE OF AGREEMENT

1.1 This Agreement consists of this set of General Terms and Conditions and the following appendices:

- Appendix I: Definitions
- Appendix II: Bona Fide Request
- Appendix III: Intentionally Omitted
- Appendix IV: Collocation (Physical & Virtual)
- Appendix V: Directory Assistance Listing Information
- Appendix VI: Directory Assistance Services
- Appendix VII: Invoicing
- Appendix VIII: INW
- Appendix IX: Intentionally Omitted
- Appendix X: Line Sharing
- Appendix XI: Network
- Appendix XII: Number Portability
- Appendix XIII: Numbering

Appendix XIV: Operations Support Systems  
Appendix XV: Operator Services  
Appendix XVI: Performance Measurements  
Appendix XVII: Pricing (including Price List)  
Appendix XVIII: Reciprocal Compensation  
Appendix XIX: Recording  
Appendix XX: Resale  
Appendix XXI: ROW  
Appendix XXII: Intentionally Omitted  
Appendix XXIII: UNE  
Appendix XXIV: xDSL  
Attachment Yellow Zone Process (YZP)  
Attachment RABT YZP  
Attachment RABT MMP  
Appendix XXV: Intentionally Omitted  
Appendix XXVI: 911  
Appendix XXVII: Intentionally Omitted  
Appendix XXVIII: Intentionally Omitted  
Appendix XXIX: White Pages  
Appendix XXX: Line Splitting  
Appendix XXXI: AIN  
Appendix XXXII: Coordinated Hot Cut  
Appendix XXXIII: Out of Exchange Traffic  
Appendix XXXIV: Transit

- 1.2 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.
- 1.3 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any Special Access or Switched Access charge arrangement.
- 1.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

## **2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

### **2.1 Definitions**

For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. See Appendix Definitions.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only.

2.3 Referenced Documents

2.3.1 Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.

2.3.2 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to MCIIm only where SBC ILLINOIS operates within that jurisdiction. Except as may be specifically set forth elsewhere in the Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

2.6.2 Intentionally Omitted.

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected by the Commission or held to be illegal or invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity and legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- 2.9 SBC ILLINOIS will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.
- 2.10 Intentionally Omitted.
- 2.11 Intentionally Omitted.
- 2.12 Scope of Obligations
- 2.12.1 SBC ILLINOIS's obligations under this Agreement to provide unbundled Network Elements and Resale shall apply only to the portions of ILLINOIS in which SBC ILLINOIS is deemed to be the ILEC under the Act.
- 2.12.2 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC ILLINOIS's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which SBC-ILLINOIS is then deemed to be the ILEC under the Act (the "ILEC Territory").
- 2.12.3 The Agreement sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to provide MCIm with access to unbundled Network Elements (UNEs), Collocation, Resale and Interconnection under Applicable Law in SBC ILLINOIS's incumbent local exchange areas for the provision of MCIm's Telecommunications Services.

### **3. NOTICE OF CHANGES -- SECTION 251(c)(5)**

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 3.2 SBC ILLINOIS shall provide services pursuant to the provisions of this Agreement. Except as otherwise specifically provided for in this Agreement, SBC ILLINOIS shall not discontinue or refuse to provide any service provided or required under this Agreement without MCIm's prior written agreement. This is not intended to impair SBC ILLINOIS's ability to make changes in its network, provided that such changes are consistent with the Act and this Agreement and do not result in the discontinuance of the offering of network elements made by SBC ILLINOIS during the term of this Agreement.

#### **4. GENERAL RESPONSIBILITIES OF THE PARTIES**

- 4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.
- 4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.
- 4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275. Each Party is responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network.
  - 4.3.1 The Parties are each responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

#### **5. INSURANCE**

- 5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 5.3 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 5.4 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.
- 5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 shall have a rating of A- or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

- 5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.
- 5.8 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 5.8.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 5.8.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 5.8.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 5.8.4 This Section 5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

## **6. OPERATING COMPANY NUMBER (OCN)**

- 6.1 For the purposes of establishing service and providing efficient and consolidated billing, MCIIm is required to provide SBC ILLINOIS its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. MCIIm is responsible for costs of implementing any changes to an OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process set forth in Appendix BFR. Nothing in this Section shall be construed to constitute a waiver of either Party's rights under Case No. 02-13533 (United States Bankruptcy Court Southern District of New York).
- 6.2 Intentionally Omitted.
- 6.3 When an end user customer changes its service provider from SBC ILLINOIS to MCIIm or from MCIIm to SBC ILLINOIS and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.
- 6.3.1 Intentionally Omitted.

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by ILLINOIS law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

## **7. TERM AND TERMINATION**

7.1 In SBC ILLINOIS, the Effective Date of this Agreement shall be May 1, 2005.

7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect, thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred eighty (180) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations

7.3 Notwithstanding any other provision of this Agreement either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the Party that failed to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

7.4 If, upon termination of this Agreement other than pursuant herein, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

7.5 If MCI requests renegotiations pursuant to Section 7.2, MCI shall provide a written request to commence negotiations with SBC ILLINOIS under Sections 251/252 of the Act. If SBC ILLINOIS requests renegotiations pursuant to Section 7.2, MCI shall have ten (10) calendar days after its receipt of such notice to provide SBC ILLINOIS with written confirmation of MCI's intent to pursue a successor agreement and shall provide a written request to commence negotiations with SBC ILLINOIS under Sections 251/252 of the Act. Upon receipt of MCI's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement

- 7.6 If neither Party requests renegotiations pursuant to Section 7.2, this Agreement shall continue in full force and effect for one year after the expiration of the original three (3) year term set forth in Section 7.2.
- 7.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), MCIIm withdraws its Section 252(a)(1) request, MCIIm must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that MCIIm does not wish to pursue a successor agreement with SBC ILLINOIS for a given state. If MCIIm requests adoption of an agreement under Section 252(i), this Agreement shall remain in full force and effect until such adoption becomes effective. If MCIIm affirmatively states that it does not wish to pursue a successor agreement, this Agreement shall continue in full force and effect until the later of: 1) the date one year after the expiration of the original three (3) year term of this Agreement, or 2) ninety (90) calendar days after the date MCIIm provides notice of withdrawal of its Section 252(a)(1) request.
- 7.8 Upon termination of this Agreement in accordance with this Section 7:
- a. each Party shall continue to comply with its Confidential Information obligations,
  - b. each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
  - c. each Party's indemnification obligations shall survive.
- 7.9 In the event of termination of this Agreement herein, SBC ILLINOIS and MCIIm shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that MCIIm shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

## **8. FRAUD**

- 8.1 Except as provided herein, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.
- 8.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending OSS by unauthorized third parties is the responsibility of the Party which has administrative control of access to the Network Element or OSS software.
- 8.3 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 8.4 In cases of suspected fraudulent activity by an end user customer, at a minimum, the cooperation referenced herein will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

- 8.5 SBC ILLINOIS will provide notification messages to MCIIm on suspected occurrences of ABS-related fraud on MCIIm accounts stored in the applicable LIDB. SBC ILLINOIS will provide via fax.
- 8.6 SBC ILLINOIS shall make available to MCIIm all present and future fraud prevention or revenue protection features, at parity to what it provides itself, its affiliate or any third party including prevention, detection, or control functionality embedded within any of the Network Elements. SBC ILLINOIS will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for MCIIm using the same criteria SBC ILLINOIS uses to monitor fraud on their respective accounts. These features include, but are not limited to, screening codes; information digits, such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers; and the capability to require end-user entry of an authorization code for dial tone. SBC ILLINOIS shall, in addition, provide fraud alerts for fraud prevention, detection, and control functionality within pertinent operations support systems ("OSS"), including, but not limited to, Line Information Data Base Fraud monitoring systems, High Toll Notifiers, SS7 suspect traffic alerts, and AMA suspect traffic alerts.
- 8.7 Intentionally Omitted.
- 8.8 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

## 9. DEPOSITS

- 9.1 Intentionally Omitted.
- 9.2 Upon request by the Billing Party, the Billed Party will provide the Billing party with adequate assurance of payment of amounts due (or to become due) to the Billing Party.
- 9.2.1 at the Effective Date the Paying Party had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to the Other Party for charges incurred as a CLEC or ILEC; or
- 9.2.2 at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health or creditworthiness of the Billed Party. Such impairment will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Pool's for the prior six months, or
- 9.2.3 the Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Non-Paying Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by SBC Illinois to MCIIm under this Agreement for the month in question; or
- 9.2.4 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the

like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of:
- 9.3.1 a cash security deposit ("Cash Deposit") held by the Billing Party or;
  - 9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming the Billing Party as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties("Letter of Credit").
- 9.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement.
- 9.5 To the extent that the Billing Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.6 All cash deposits will accrue interest payable when the deposit is returned to the Billing Party. However, the Billing Party will not pay interest on a Letter of Credit.
- 9.7 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.
- 9.8 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, the Billing Party holding the Deposit may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:
- 9.8.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or
  - 9.8.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
  - 9.8.3 when this Agreement expires or terminates; or

- 9.8.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Billing Party holding the Deposit shall credit any cash deposit to the Billing Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
- 9.9 So long as the Billed Party maintains timely compliance with its payment obligations, the Billing Party holding the Deposit will not increase the deposit amount required. If the Billing Party fails to maintain timely compliance with its payment obligations, the Billing Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.
- 9.10 If during the first six (6) months of operations in ILLINOIS, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.
- 9.10.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.
- 9.11 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3)\_month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.
- 9.12 Intentionally Omitted.
- 9.13 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.
- 9.14 Intentionally Omitted.
- 9.15 The fact that the Billing Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

## **10. NONPAYMENT AND PROCEDURES FOR DISCONNECTION**

- 10.1 If the Billed Party fails to pay all amounts due by the Bill Due Date, and none of the exceptions listed in Appendix Invoicing of this Agreement apply to that amount, the Billing Party may, in addition to exercising any other rights or remedies it may have under this

Agreement or Applicable Law, provide written demand (in accordance with the notice requirements set forth in the General Terms and Conditions) to pay. If the Billed Party does not respond to the written demand to pay within five (5) business days of receipt, the Billing Party may provide a second notice. If the Billed Party does not satisfy the second written demand to pay within five (5) business days of receipt, and the Billed Party has 60 days or greater past due balances for a BAN to which none of the exceptions listed in this Agreement applies, the Billing Party may require provision of a deposit or increase an existing deposit pursuant to a revised deposit request, or refuse to accept new, or complete pending, orders for services. Failure to pay all or any portion of any amount required to be paid also may be grounds for suspension or disconnection of Resale Services, Network Elements and Collocation as provided for in this section. This section does not apply to disputed charges and/or nonpayments arising from Appendix Reciprocal Compensation or Appendix Network.

## **11. INTENTIONALLY OMITTED**

## **12. DISPUTE ESCALATION AND RESOLUTION**

### 12.1 Intentionally Omitted.

### 12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

### 12.3 Commencing Dispute Resolution

Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party in accordance with the Notice provisions herein. There are three (3) separate Dispute Resolution methods:

- LSC Billing Disputes / Billing Claims Process (see Appendix Invoicing)
- Informal Dispute Resolution; and
- Formal Dispute Resolution, each of which is described below.

#### 12.3.1 Intentionally Omitted.

#### 12.3.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party pursuant herein, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures no sooner than forty-five (45) days after receipt of the notice of dispute. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process.

Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

### 12.3.3 Formal Dispute Resolution Procedures

12.3.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission for Formal Dispute Resolution, including arbitration or other procedures as appropriate, not earlier than forty-five (45) calendar days after receipt of the letter initiating Dispute Resolution, unless otherwise agreed by the Parties. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12.3.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be submitted to a single arbitrator pursuant to the rules of The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. The Parties agree that the arbitrator should be knowledgeable about telecommunications issues. Such arbitration will be held in a mutually agreeable location. The Parties agree to use commercially reasonable efforts to begin the arbitration process within sixty (60) calendar days of the written demand for arbitration with The American Arbitration Association, with a copy provided to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. Each Party will bear its own costs of these procedures,

including attorneys' fees. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.3.3.3 Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, consequential damages multiple damages or any other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

### 13. AUDITS

- 13.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 13.2 The scope of any audit under this Section shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Any audit under this Section shall be for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit.
- 13.3 As mutually agreed upon by the Parties, such audit shall be conducted by one (1) or more independent auditor(s). The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the independent auditor(s) to execute a nondisclosure agreement in a form consistent with the Confidentiality requirements set forth below. Notwithstanding the foregoing, an Auditing Party may audit as provided herein not more than two (2) times during any Contract Year with a non-auditing period not to exceed twelve months if (i) the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit. or (ii) non-compliance by Audited Party with any provision of this

Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 13.4 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest (compounded daily) that may be charged under Applicable Law, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, MCI shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC ILLINOIS to MCI within six (6) months of the date such usage was incurred.
- 13.6 Intentionally Omitted.
- 13.7 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

#### **14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

#### **15. LIMITATION OF LIABILITY**

- 15.1 Liabilities of MCI – MCI's liability to SBC ILLINOIS during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed the total of any amounts due and owing by MCI to SBC ILLINOIS under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 15, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 15.2 Liabilities of SBC ILLINOIS – SBC ILLINOIS's liability to MCI during any Contract Year resulting from any and all causes, other than as specified in Sections 27, 33, 15.3 and 16 of these general terms and conditions, shall not exceed Twenty Five Million Dollars (\$25,000,000).
- 15.3 No Consequential Damages - Neither MCI nor SBC ILLINOIS shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 15 shall limit SBC ILLINOIS's or MCI's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by SBC ILLINOIS's or MCI's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 15 limit the Parties' indemnification obligations, as specified in Section 16 of these general terms and conditions. For purposes of this Section 15, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

## 16. INDEMNITY

- 16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- (a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
  - (b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services

offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

The foregoing includes any losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any end user customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, resale services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party's direction;

- (c) any loss arising from claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's end user customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of: (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party, or (B) where an Indemnified Party or its end user customer modifies or directs the Indemnifying Party to modify such service; and (ii) no infringement would have occurred without such combined use or modification;
  - (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and
  - (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.
- 16.2 A Party (for purposes of this Section the "Reimbursing Party") shall reimburse the other Party (for purposes of this Section the "Reimbursed Party") for property damage to the Reimbursed Party's facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.
- 16.3 Indemnification Procedures. Whenever a claim, lawsuit or demand by a third party ("Claim") shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the

Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in the provisions in this Agreement relating to confidential information.

## 17. REMEDIES

- 17.1 Intentionally Omitted.
- 17.2 Intentionally Omitted.
- 17.3 In addition to any other available rights or remedies, MCI may sue in equity for specific performance. However, the Parties agree that SBC ILLINOIS reserves its right to argue in any given case that specific performance is not an appropriate remedy.

## 18. INTELLECTUAL PROPERTY

- 18.1 The Parties acknowledge that this Agreement to Interconnect with SBC ILLINOIS's network and to unbundle and/or combine SBC ILLINOIS's Network Elements (including combining with MCI's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, SBC ILLINOIS will use its best efforts to provide MCI with Intellectual Property Rights related to SBC ILLINOIS's unbundled Network Elements as necessary to permit MCI to use such unbundled Network Elements in the same manner as SBC ILLINOIS.
- 18.2 SBC ILLINOIS agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to MCI the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. SBC ILLINOIS will provide a list of all Vendor/Licensors applicable to the subject unbundled Network Element(s). SBC ILLINOIS shall promptly notify MCI of any Vendor/Licensors from which SBC ILLINOIS is unable to obtain the necessary rights or contract information set forth in this Section 18.2. SBC ILLINOIS shall, at MCI's request, contact the Vendor/Licensors to attempt to obtain permission to reveal additional contract details to MCI.

- 18.3 Intentionally Omitted.
- 18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among SBC ILLINOIS and requesting carriers using that unbundled network element.
- 18.5 SBC ILLINOIS will indemnify MCI for any claims of infringement arising from MCI's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which SBC ILLINOIS has obtained the necessary rights provided in Section 18.2(i).
- 18.6 Intentionally Omitted.
- 18.7 Except as set forth in Section 18.2, SBC ILLINOIS hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning MCI's (or any Third Parties') rights with respect to such Intellectual Property Rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with MCI's Network Elements) in SBC ILLINOIS's network or MCI's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled Network Elements are vendor licenses and warranties and are a part of the Intellectual Property Rights SBC ILLINOIS agrees in Section 18.2 to use its best efforts to obtain.
- 18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

## 19. NOTICES

- 19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:
- 19.1.1 delivered personally;
  - 19.1.2 delivered by express overnight delivery service;
  - 19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
  - 19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described above, and such method is noted on the facsimile.
- 19.2 Notices will be deemed given as of:
- 19.2.1 in the case of written notice, the date of actual receipt; or
  - 19.2.2 in the case of facsimile, the date set forth on the confirmation produced by the receiving facsimile machine when received by facsimile prior to 5:00 p.m. in the

recipient's time zone, but the next Business Day when received by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.3 Notices will be addressed to the Parties as follows:

<b>NOTICE CONTACT</b>	<b>MCIm CONTACT</b>	<b>SBC ILLINOIS CONTACT</b>
NAME/TITLE	V.P. & Chief Technology Counsel	Contract Administration ATTN: Notices Manager
STREET ADDRESS	MCI, Inc. 1133 19 <sup>th</sup> Street NW	311 S. Akard, 9 <sup>th</sup> Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Washington, DC 20036	Dallas, TX 75202-5398
FACSIMILE NUMBER	(202) 736-6903	214-464-2006

Copy to: MCI  
Senior Manager, Carrier Agreements  
205 N. Michigan Avenue, 11<sup>th</sup> Floor  
Chicago, IL 60601  
Fax: (312) 470-5575

19.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, SBC ILLINOIS may also communicate official information to MCIm via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

## **20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

**21. INTENTIONALLY OMITTED****22. CONFIDENTIALITY**

22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") that: 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :

22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCI or SBC Illinois pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCI or SBC Illinois customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by MCI to SBC Illinois or SBC Illinois to MCI or otherwise acquired by SBC Illinois or MCI in the course of the performance of this Agreement, shall be deemed Confidential Information of MCI or SBC Illinois, as the case may be, for all purposes under this Agreement.

22.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees

- i. to use it only for the purpose of performing under this Agreement,
- ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and
- iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.
- 22.4 Return of Confidential Information
- 22.4.1 All Confidential Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that conspicuously embody such Confidential Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Confidential Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.
- 22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:
- 22.5.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 22.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 22.5.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 22.5.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or
- 22.5.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 22.5.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with the requirements of this Agreement.
- 22.6 Proposed Disclosure of Confidential Information to a Governmental Authority
- 22.6.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Confidential Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Confidential Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures

of the intended recipient of such Confidential Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

- 22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.
- 22.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 22.6.4 Notwithstanding any of the foregoing, SBC Illinois shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to SBC Illinois's activities under the Act and SBC Illinois need not provide prior written notice of such disclosure to MCI if SBC Illinois has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

## 22.7 Customer Proprietary Network Information ("CPNI")

- 22.7.1 CPNI related to MCI's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCI's proprietary information and may not be used by SBC Illinois for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to SBC Illinois's employees, contractors, agents or Affiliates with a need to know, unless the MCI subscriber expressly directs MCI to disclose, or approves the disclosure of, such information to SBC Illinois pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If SBC Illinois seeks and obtains approval to use or disclose such CPNI from MCI's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, SBC Illinois may use or disclose only such information as MCI provides pursuant to such authorization and may not use information that SBC Illinois has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to SBC Illinois's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be SBC Illinois's proprietary information and may not be used by MCI for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCI's employees,

contractors, agents or Affiliates with a need to know, unless the SBC Illinois subscriber expressly directs SBC Illinois to disclose, or approves the disclosure of, such information to MCIIm pursuant to the requirements of Section 222(c)(1) or (2). If MCIIm seeks and obtains approval to use or disclose such CPNI from SBC Illinois's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, MCIIm may use or disclose only such information as SBC Illinois provides pursuant to such authorization and may not use information that MCIIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

- 22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.
- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
  - ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.
- 22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.
- 22.10 Nothing in this Section 20 or anywhere else in this Agreement shall prevent SBC Illinois from using recorded usage data for the limited purposes of designing and/or maintaining SBC Illinois's telecommunications network and/or ensuring that SBC Illinois's telecommunications network performs properly in providing its intended telecommunications functions and services. SBC Illinois shall not use recorded usage data for any other purpose except as mutually agreed upon.

## **23. INTERVENING LAW**

- 23.1 In the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Agreement or either Party's obligations under Applicable Law, then the Parties, upon the written request of either Party, shall negotiate promptly and in good faith in order to amend the Agreement in accordance with such statutes, rules, regulations or orders. In

the event the Parties cannot agree on an amendment within sixty (60) days after the date of a written request to negotiate, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 12 (Dispute Escalation and Resolution). Anything to the contrary in this Agreement notwithstanding, the Parties shall continue to comply with all obligations set forth in this Agreement during the pendency of any negotiations or dispute resolution pursuant to this Section 23.

- 23.2 The Parties agree that amendments to the rates and prices contained in this Agreement shall be subject to the requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.
- 23.3 Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.
- 23.4 As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.

#### **24. GOVERNING LAW**

- 24.1 Unless otherwise provided by Applicable Law, This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations, interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the State of ILLINOIS shall govern, without regard to its conflicts of laws principles.

#### **25. REGULATORY APPROVAL**

- 25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

#### **26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION**

- 26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Applicable Law, including but not limited to the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 et. seq.). Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

- 26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.
- 26.3 The terms and conditions for the release of end user specific facilities shall be set forth in Appendix UNE of this Agreement.

## **27. COMPLIANCE AND CERTIFICATION**

- 27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 27.2 Each Party will be responsible for obtaining all necessary state certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement
- 27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

## **28. LAW ENFORCEMENT**

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

### **28.1 Intercept Devices:**

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user customer of the other Party, it shall refer such request to the Party that serves such end user customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

### **28.2 Subpoenas:**

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

### **28.3 Emergencies:**

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user customer of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or

damages arising from compliance with such requests on behalf of the other Party's end user customer and the Party serving such end user customer agrees to indemnify and hold the other Party harmless against any and all such claims.

## **29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**

- 29.1 Each Party is an independent contractor and has and hereby retains the right, subject to Section 32 of these General Terms and Conditions (Delegation to Affiliate and Subcontracting), to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 29.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.
- 29.3 Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

## **30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

## **31. ASSIGNMENT**

- 31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

- 31.2 Intentionally Omitted.
- 31.3 If during the term, SBC ILLINOIS sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC ILLINOIS shall provide MCIIm not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, MCIIm acknowledges that SBC ILLINOIS shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that MCIIm must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects MCIIm's interests pursuant to this Agreement SBC ILLINOIS shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with MCIIm and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which SBC ILLINOIS is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that SBC ILLINOIS owns or leases which are used in connection with SBC ILLINOIS's provision to MCIIm of any Interconnection, resale services, unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

### **32. DELEGATION TO AFFILIATE AND SUBCONTRACTING**

- 32.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party, which elects to perform its obligations through an Affiliate or third party, shall cause its Affiliate or any third party to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or unbundled Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.
- 32.2 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

### **33. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

- 33.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, transport disposal, or any other management by or any person

acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

- 33.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, SBC ILLINOIS shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS, or (iii) the presence at the work location of an Environmental Hazard for which SBC ILLINOIS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS.
- 33.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, MCI shall, at MCI's request, indemnify, defend, and hold harmless MCI, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS, or (iii) the presence at the work location of an Environmental Hazard for which SBC ILLINOIS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC ILLINOIS or any person acting on behalf of SBC ILLINOIS.
- 33.4 For the purposes of this agreement, "Hazardous Substances" means i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or iii) asbestos and asbestos containing material in any form, and iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 33.5 For the purposes of this agreement, "Environmental Hazard" means i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, ii) asbestos containing materials, or iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

33.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into i) the work location, or ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

#### **34. FORCE MAJEURE**

Neither Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or, if appropriate, be excused from performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

#### **35. TAXES**

35.1 Each Party purchasing Interconnection, Resale Services, unbundled Network Elements, Functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to, the Interconnection, Resale Services, unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

35.2 With respect to any purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities products or services under this Agreement if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax (ii) the purchasing party shall be required to pay all such taxes to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to

an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 35.3 With respect to any purchase hereunder of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 35.4 Intentionally Omitted.
- 35.5 Intentionally Omitted.
- 35.6 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 35.7 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 35.8 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 35.9 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption

certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

35.10 With respect to any Tax or Tax controversy covered by this Section 35, either Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. The Purchasing Party will ensure that no lien is attached to any asset of the other Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

35.11 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

### **36. NON-WAIVER**

No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

### **37. INTENTIONALLY OMITTED**

### **38. INTENTIONALLY OMITTED**

### **39. INTENTIONALLY OMITTED**

### **40. CUSTOMER INQUIRIES**

40.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and

40.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

40.3 Except as otherwise provided in this Agreement, MCI shall be the primary point of contact for MCI's end user customers with respect to the services MCI provides such end user customers.

40.4 Customer Contact. MCIm will provide the exclusive interface to MCIm end user customers concerning service provided by MCIm, except as MCIm may otherwise specify. When MCIm requires SBC ILLINOIS personnel or systems to interface with MCIm end user customers, the SBC ILLINOIS personnel shall identify themselves as representing MCIm, or any brand as MCIm may specify, and shall not identify themselves as representing SBC ILLINOIS or any other entity.

**41. EXPENSES**

41.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

**42. CONFLICT OF INTEREST**

42.1 The Parties represent that no employee or agent of either Party has been paid a fee, or otherwise received any compensation or consideration from the other Party, in connection with the negotiation of this Agreement or any associated documents.

**43. SURVIVAL**

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification, Confidential Information, Limitation of Liability, Deposits, Non-payment and Disconnection, Dispute Resolution and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

**44. INTENTIONALLY OMITTED**

**45. AMENDMENTS AND MODIFICATIONS**

45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless agreed to by the Parties or specifically ordered by the Commission.

45.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

**46. INTENTIONALLY OMITTED**

**47. INTENTIONALLY OMITTED**

**48. AUTHORITY**

- 48.1 SBC ILLINOIS represents and warrants that it is a ILLINOIS Limited Partnership duly organized, validly existing and in good standing under the laws of the state of ILLINOIS. SBC ILLINOIS represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC ILLINOIS. SBC ILLINOIS represents and warrants that it has full power and authority to perform its obligations hereunder.
- 48.2 MCIm represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. MCIm represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

#### **49. COUNTERPARTS**

- 49.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

#### **50. ENTIRE AGREEMENT**

- 50.1 The terms contained in this Agreement and all Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

#### **51. PURCHASING FROM TARIFFS**

- 51.1 Except as may be provided in Appendix Pricing, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff SBC may file, absent Commission order to the contrary. The Parties agree that MCIm is not precluded from ordering products and services available under any effective SBC tariff or any tariff that SBC may file in the future provided that MCIm satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case MCIm may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If MCIm chooses to order products or services under an SBC Illinois tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. MCIm is not precluded from amending the agreement to incorporate by reference individual and independent rates, terms and conditions available to other carriers through Agreement or tariff, even when such products or services are already available under this Agreement, provided such incorporation by reference must include material terms and conditions that are applicable and legitimately related to the requested product or services.

#### **52. ALTERNATIVELY BILLED SERVICES**

- 52.1 The Parties agree that Alternately Billed Services (ABS) shall mean local and intraLATA collect calls, calling card calls and bill to third number calls, when those calls are originated from or terminated to end user customers served via the SBC ILLINOIS's unbundled Local Switching (ULS) or UNE-P, further defined in the 13 State ABS

Agreement. ABS is subject to the terms, conditions and pricing set forth in the 13 State ABS Agreement between the Parties effective January 1, 2004.

**MCIMETRO ACCESS TRANSMISSION  
SERVICES LLC**

**Illinois Bell Telephone Company d/b/a SBC  
Illinois by SBC Operations, Inc., its authorized  
agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

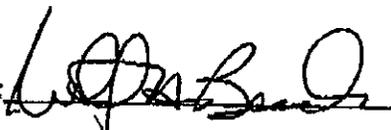
Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MCIMETRO ACCESS TRANSMISSION  
SERVICES LLC**

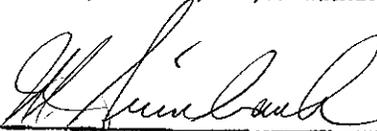
Signature: 

Name: Michael A. Beach  
(Print or Type)

Title: Vice President  
(Print or Type)

Date: April 26, 2005

Illinois Bell Telephone Company d/b/a SBC  
Illinois by SBC Operations, Inc., its authorized  
agent

Signature: 

Name: Mike Auinbauh  
(Print or Type)

Title: AVP-Local Interconnection Marketing  
(Print or Type)

Date: APR 26 2005

## **GENERAL DEFINITIONS**

## GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix.

Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

“**Act**” means the Communications Act of 1934 [47 U.S.C. 151 et seq.], as amended by the Telecommunications Act of 1996, codified throughout 47 U.S.C.

“**Access Service Request**” (ASR) is an industry standard form and supporting documentation used by the Parties to order Switched Access Service and/or to add, establish, change or disconnect Trunks for the purposes of Interconnection.

“**ACNA**” means Access Customer Name Abbreviation and is a three digit alpha code assigned to identify carriers (including both ILECs AND CLECs) for billing and other identification purposes.

“**Advanced Intelligent Network**” or “**AIN**” is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

“**Affiliate**” is as defined in the Act.

“**Alliance for Telecommunications Industry Solutions**” (ATIS) is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

“**Alternate Billing Service**” (ABS) means a service that allows end user customers to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

“**Applicable Law**” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders and permits, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

“**Automated Message Accounting**” (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

**“Automatic Number Identification”** or (ANI) identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the Calling Party Number (CPN).

**“Automatic Route Selection”** (ARS) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

**“Billing”** involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate end user customer Billing with attendant documentation. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

**“Billed Number Screening”** (BNS) means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

**“Business Day”** means Monday through Friday, excluding holidays in which banks and government offices are closed.

**“Calling Party Number”** (CPN) means a Common Channel Signaling (CCS) parameter, as for example a Signaling System 7 (SS7) parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

**“Carrier”** see Telecommunications Carrier.

**“Carrier Access Billing System”** (CABS) is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. The CABS document is published by Telcordia Technologies in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of switched access service and other connectivity issues.

**“Central Office”** means a building or space within a building where transmission facilities or circuits are connected or switched.

**“Centrex”** means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like, features.

**“Collocation”** is as described by Applicable Law.

**“Commercial Mobile Radio Service”** (CMRS) is as defined in the Act.

**“Commingling”** means the connecting, attaching, or otherwise linking of an Lawful\_unbundled Network Element, or Combination of Lawful unbundled Network Elements, to one or more facilities or services that MCIm has obtained at wholesale from SBC ILLINOIS, or the combining of an Lawful Unbundled Network Element, or a combination of Lawful Unbundled Network Elements, with one or more such facilities or services. “Commingle” means the act of commingling.

**“Commission”** or **“ICC”** means the Illinois Commerce Commission.

**“Common Channel Signaling”** (CCS) means a method of exchanging call set-up and network control data over a digital signaling network used to transport supervision signals, control signals and data messages. It is a special network, fully separate from the transmission path of the public switched network that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

**“Common Language Location Identifier”** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

**“Communications Assistance for Law Enforcement Act”** (CALEA) refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

**“Competitive Local Exchange Carrier”** (CLEC) is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

**“Conduit”** means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

**“Control Office”** is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

**“Coordinated Cutover”** means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the old service provider starts the cutover and finishes the cutover, coordination of testing, and working with the new service provider to ensure that the cutover is properly performed and completed.

**“Cross Connection”** means an intra-Wire Center channel of the appropriate bandwidth and media, connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

**“Customer Usage Data”** means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

**“Custom Local Area Signaling Service Features”** (CLASS) means certain call-management service features available to end user customers within a Local Access and Transport Area (“LATA”), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**“Desired Due Date”** means the desired service activation date as requested by MCI on a service order.

**“Dialing Parity”** is as defined in the Act.

**“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.

**“Digital Signal Level 0”** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**“Digital Signal Level 1”** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

**“Digital Signal Level 3”** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

**“End Office Switch”** or **“End Office”** means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

**“End User”** or **“End User Customer”** means any individual, business, association, corporation, government agency or entity that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. Interexchange Carriers (IXCs), Competitive Access Providers (CAPs) and Wireless Carriers (also known as a Commercial Mobile Radio Service (CMRS) providers) can be End Users within the meaning of this definition so long as they do not further resell service provided to them as End Users under this Agreement. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

**“Enhanced Extended Link”** (“EEL”) consists of a Combination of an Lawful unbundled Loop and Lawful unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Lawful\_unbundled Network Elements, with or without multiplexing capabilities.

**“Enhanced Service Provider”** (ESP) is a provider of enhanced services as those services are defined in the Act.

**“Exchange Access”** is as defined in the Act.

**“Exchange Message Interface”** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

**“Exchange Service”** means Telephone Exchange Service, as defined in the Act.

**“Feature Group D”** or **“FGD”** is access available to all customers, providing Trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for Customer use in originating and terminating communications.

**“Governmental Authority”** means any federal, state or local, court, government, department, commission, board, bureau, agency, official or other regulatory, administrative, legislative or judicial authority with jurisdiction over the subject matter at issue.

**“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all special billing numbers in an NPA-0/1XX.

**“Incumbent Local Exchange Carrier”** (ILEC) is as defined in the Act.

**“Information Service”** means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

**“Integrated Digital Loop Carrier”** or **“IDLC”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

**“Integrated Services Digital Network”** (ISDN) means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

**“Interconnection”** is as defined in the Act.

**“Interexchange Carrier”** (IXC) means a Telecommunication Carrier that provides interLATA or intraLATA Telephone Toll Services.

**“InterLATA”** is as defined in the Act.

**“InterLATA Traffic”** describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

**“IntraLATA Toll Traffic”** describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the tariff on file with the Commission.

**“Local Access Transport Area”** (LATA) is as defined in the Act.

**“Local Exchange Carrier”** (LEC) is as defined in the Act.

**“Local Exchange Routing Guide”** (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network Element and equipment designations.

**“Local Routing Number”** (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

**“Local Service Ordering Guide”** (LSOG) is a document developed by the OBF to establish industry-wide ordering and billing processes.

**“Local Service Request”** (LSR) means the industry standard forms and supporting documentation used for ordering local services.

**“Main Distribution Frame”** (MDF) means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

**“MECAB”** refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

**“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

**“Meet Point”** is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

**“Meet-Point Billing”** (MPB) refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

**“Network Data Mover”** (NDM) is an industry standard protocol for the electronic transfer of information.

**“Network Element”** is as defined in the Act.

**“Non-Qualifying Service”** is a service that is not a Qualifying Service (defined below).

**“North American Numbering Plan”** (NANP) A numbering architecture employed in the United States, Canada and certain Caribbean countries in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

**“Numbering Plan Area”** (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs, also known as a “Service Access Codes” (SAC Codes) are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

**“Number Portability Administration Center”** (NPAC) means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

**“NXX”** or **“Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

**“Originating Point Code”** (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

**“Parity”** means the provision of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which SBC ILLINOIS provides itself, its customers, subsidiaries, Affiliates or any third party.

**“Party”** means either SBC ILLINOIS or MCIm. “Parties” means both SBC ILLINOIS and MCIm.

**“Plain Old Telephone Service”** (POTS) means basic telephone service.

**“Public Switched Network”** or **“Public Switched Telecommunications Network”** (PSTN) includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

**“Qualifying Service”** is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of Incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

**“Rate Center”** means the specific geographic area that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

**“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

**“Remote Terminal”** or **“RT”** means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

**“Service Management System”** (SMS) means an off-line system used to access, create, modify or update information in a database.

**“Signaling System 7”** (SS7) means a signaling protocol used by the CCS network.

**“Switch”** means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

**“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange\_Access Services include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange Access Services.

**“Synchronous Optical Network”** (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

**“Tandem Office Switch”** or **“Tandem”** means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

**“Technically Feasible”**, including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

**“Telecommunications”** is as defined in the Act.

**“Telecommunications Carrier”** is as defined in the Act.

**“Telecommunications Equipment”** is as defined in the Act.

**“Telecommunications Service”** is as defined in the Act.

**“Telephone Exchange Service”** is as defined in the Act.

**“Telephone Toll Service”** is as defined in the Act.

**“TELRIC”** means Total Element Long-Run Incremental Cost.

**“Third Party”** means any person other than a Party.

**“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

**“Trunk”** means a communication line connecting two switching systems.

**“Wire Center”** means the physical structure where SBC ILLINOIS terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

# **BONA FIDE REQUEST (“BFR”) PROCESS**

**TABLE OF CONTENTS**

**1. GENERAL CONDITIONS ..... 3**

**2. BFR APPLICATION FORM ..... 3**

**3. RESPONSIBILITIES OF THE PARTIES ..... 3**

**4. PRICES ..... 5**

## **1. GENERAL CONDITIONS**

- 1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by MCI to SBC ILLINOIS for methods of interconnection, access to Lawful unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request. This Bona Fide Request (“BFR”) process applies to each Bona Fide Request submitted to SBC ILLINOIS.
- 1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

## **2. BFR APPLICATION FORM**

- 2.1 A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on <https://clec.sbc.com/clec/>. Included with the Application MCI shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

## **3. RESPONSIBILITIES OF THE PARTIES**

- 3.1 SBC ILLINOIS shall promptly consider and analyze the submission of a Bona Fide Request from MCI for: (a) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC ILLINOIS provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or a Lawful unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a “BFR Item”.
- 3.2 MCI may cancel a Bona Fide Request at any time by written notice to SBC ILLINOIS, but will pay SBC ILLINOIS, as specified below, for reasonable costs incurred by SBC in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC ILLINOIS’s receipt of the cancellation.
- 3.3 **Analysis of the BFR**
  - 3.3.1 MCI is responsible for the reasonable costs incurred by SBC ILLINOIS to prepare the Preliminary Analysis of MCI’s BFR. When submitting a BFR Application Form, MCI has two options to compensate SBC

ILLINOIS for its costs incurred to complete the Preliminary Analysis of the BFR:

- 3.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC ILLINOIS' preliminary evaluation costs, in which case SBC ILLINOIS may not charge MCIIm in excess of the Deposit to complete the Preliminary Analysis; or
    - 3.3.1.2 Not make the Deposit in which case MCIIm shall be responsible for all reasonable costs incurred by SBC ILLINOIS to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
  - 3.3.2 If MCIIm submits a Deposit with its BFR, and SBC ILLINOIS is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC ILLINOIS will return the Deposit to MCIIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIIm, either be refunded or credited toward additional developmental costs authorized by MCIIm. If MCIIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIIm.
  - 3.3.3 SBC ILLINOIS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC ILLINOIS shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIIm will provide an updated BFR application to include the additional information. MCIIm acknowledges that the time intervals set forth in this Schedule begin once SBC ILLINOIS has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
  - 3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC ILLINOIS shall provide to MCIIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:
    - 3.3.4.1 indicate that SBC ILLINOIS will provide the BFR Item; or
    - 3.3.4.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.
- 3.4 Bona Fide Request Quote

- 3.4.1 If the Preliminary Analysis indicates that SBC ILLINOIS will provide the BFR Item, MCI may, at its discretion, provide written authorization for SBC ILLINOIS to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC ILLINOIS deems relevant to MCI's request for the BFR Item.
- 3.4.1.1 MCI's written authorization to develop the BFR Quote must be received by SBC ILLINOIS within thirty (30) calendar days of MCI's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCI's obligation to pay SBC ILLINOIS' reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCI for SBC ILLINOIS to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCI to submit a new BFR.
- 3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC ILLINOIS shall provide to MCI a BFR Quote.
- 3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCI must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC ILLINOIS for its reasonable costs incurred in the preparation of the BFR Quote. If MCI believes SBC ILLINOIS' BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, SBC ILLINOIS does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCI will reimburse SBC ILLINOIS for its reasonable costs incurred in preparing the BFR Quote.

#### **4. PRICES**

- 4.1 Unless MCI agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.

**APPENDIX COORDINATED HOT CUT  
(CHC)**

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. CHC SERVICE DESCRIPTION ..... 3

3. CHC PRICING ..... 3

## APPENDIX COORDINATED HOT CUT (CHC)

### 1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by SBC ILLINOIS and MCIIm.

- 1.1 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.2 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by MCIIm.

### 2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits MCIIm to request a designated installation and/or conversion of service during, or after, normal business hours..
- 2.2 MCIIm will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables MCIIm to schedule and coordinate particular provisioning requirements with the SBC ILLINOIS.
- 2.3 SBC ILLINOIS may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.
- 2.4 Both Parties reserve the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts a Party's ability to provide its baseline service. Where time permits, the Party suspending CHC service will make every effort to notify the other Party when such unanticipated activities occur.

### 3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When MCIIm orders CHC service, SBC ILLINOIS shall charge and MCIIm agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
  - 3.2.1 FCC No. 2 Access Services Tariff, Section 13.2.6 (c)<sup>1</sup>
- 3.3 In the event the SBC ILLINOIS fails to meet a CHC Service commitment for reasons within the control of SBC ILLINOIS, SBC will not charge MCIIm a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to MCIIm, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if MCIIm requests any change to an order with CHC Service including, but not limited to, SBC ILLINOIS' inability to gain access to MCIIm's end user's premises, or MCIIm's /end user is not ready to proceed with the order, the CHC charge will apply and SBC ILLINOIS is no longer obligated to ensure a CHC is on that order.

---

<sup>1</sup> SBC ILLINOIS will not charge the additional labor rate in ILLINOIS until the effective non-recurring docket IL - 98-0396 is superceded by the Commission's order approving new non-recurring UNE rates.

## **APPENDIX COLLOCATION**

**TABLE OF CONTENTS**

1. COLLOCATION TERMS ..... 3

2. AUGMENT INTERVALS ..... 3

**1. COLLOCATION TERMS**

- 1.1 Except as set forth below in this Appendix Collocation, SBC ILLINOIS shall provide, and MCI agrees to purchase, Collocation in accordance with the requirements of SBC ILLINOIS' Tariff 20, Part 23, Section 4.
- 1.2 Any changes to the Tariff made by SBC ILLINOIS and filed with the Commission shall affect the terms, conditions and prices of this Appendix Collocation at the same time Tariff changes are made effective for all CLECs operating from the tariff in Illinois, without the need of written Amendment.

**2. AUGMENT INTERVALS**

- 2.1 Augment intervals for DS0s are set forth in SBC ILLINOIS' Tariff 20, Part 23, Section 4, Subsection 14c.

# **DIRECTORY ASSISTANCE SERVICES**

**TABLE OF CONTENTS**

<b>1. INTRODUCTION .....</b>	<b>3</b>
<b>2. DEFINITIONS .....</b>	<b>3</b>
<b>3. SERVICES .....</b>	<b>3</b>
<b>4. CALL BRANDING .....</b>	<b>4</b>
<b>5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION .....</b>	<b>4</b>
<b>6. RESPONSIBILITIES OF THE PARTIES .....</b>	<b>5</b>
<b>7. METHODS AND PRACTICES .....</b>	<b>5</b>
<b>8. PRICING .....</b>	<b>5</b>
<b>9. LIABILITY .....</b>	<b>5</b>
<b>10. TERM OF APPENDIX.....</b>	<b>6</b>

## 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for MCIIm provided by SBC ILLINOIS.
- 1.2 SBC ILLINOIS shall provide to MCIIm customers the capability to dial the same telephone numbers for access to SBC ILLINOIS' directory assistance as SBC ILLINOIS customers use to access SBC ILLINOIS directory assistance. Access numbers to SBC ILLINOIS' Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.

## 2. DEFINITIONS

- 2.1 The following terms are defined as set forth below:
  - 2.1.1 "Call Branding" – The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.
  - 2.1.2 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC ILLINOIS DA Operator.
  - 2.1.3 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
  - 2.1.4 Intentionally Omitted

## 3. SERVICES

- 3.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 3.2 Intentionally Omitted.
  - 3.2.1 Directory Assistance (DA)
    - 3.2.1.1 Listing Information: SBC ILLINOIS shall provide to MCIIm the same listing information that it provides to its own subscribers. DA information will include the telephone numbers for MCIIm end user customers who opt for Non-List Number status in the White Pages Directories.
  - 3.2.2 Directory Assistance Call Completion (DACC) or Express Call Completion (ECC): A service in which a local or an intraLATA call to the requested number is completed on behalf of MCIIm's end user customer utilizing an automated voice system or with operator assistance.
  - 3.2.3 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 3.2.4 Intentionally Omitted
  - 3.2.5 Reverse Directory Assistance (RDA): A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a MCIIm end user provides.

#### **4. CALL BRANDING**

4.1 Call Branding is the process by which an operator, either live or recorded, will identify the DA provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each DA call. In all cases, SBC ILLINOIS will brand the DA call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by SBC ILLINOIS to create the recorded branding announcement for its DA calls as outlined in the Operator Services/Directory Services Questionnaire.

4.2 Where not technically feasible or where MCIm does not request branding, SBC will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, SBC ILLINOIS will brand DA based upon the criteria outlined.

4.2.1 Where SBC ILLINOIS is only providing DA on behalf of MCIm, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

##### **4.2.2 Branding Load Charges**

Non-recurring load charges apply per brand, per Directory Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every DA call handled by the automated recording in the SBC ILLINOIS DA platform.

4.2.2.1 Branding charges are included in Appendix Pricing.

#### **5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION**

5.1 If MCIm elects to use DA Services where technically feasible and/or available, SBC ILLINOIS will provide MCIm DA Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 MCIm will inform SBC ILLINOIS, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide SBC ILLINOIS updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCIm's DA Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an SBC ILLINOIS Operator receives a rate request from a MCI end user customer, SBC ILLINOIS will quote the applicable DA rates as provided by MCI.

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1 MCI will provide SBC ILLINOIS at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.
- 6.2 MCI will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC ILLINOIS Operator assistance switch. Should MCI seek to obtain interexchange DA Service from SBC ILLINOIS, MCI is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 MCI will furnish to SBC ILLINOIS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.4 MCI will provide SBC ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.5 MCI will send the DA listing records to SBC ILLINOIS for inclusion in SBC ILLINOIS DA database via electronic gateway as described in Appendix WP.
- 6.6 MCI agrees that SBC ILLINOIS may utilize MCI's end user customer's listings contained in SBC ILLINOIS directory assistance database in providing SBC ILLINOIS Directory Assistance or DA related services.
- 6.7 MCI further agrees that SBC ILLINOIS can release MCI's directory assistance listings stored in SBC ILLINOIS Directory Assistance database to competing providers.
- 6.8 SBC ILLINOIS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

## **7. METHODS AND PRACTICES**

- 7.1 SBC ILLINOIS will provide DA Services to MCI's end user customers in accordance with SBC ILLINOIS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

## **8. PRICING**

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

## **9. LIABILITY**

- 9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from

the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC ILLINOIS' DA operators.

**10. TERM OF APPENDIX**

- 10.1 MCI must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCI may terminate use of SBC ILLINOIS' DA Services any time after MCI has used such DA Services for the twelve (12) month minimum period upon one hundred twenty (120) days advance written notice to SBC ILLINOIS, inclusive of the notice period.
- 10.2 If MCI terminates use of SBC ILLINOIS's DA Services without complying with Section 10.1 above, MCI shall pay SBC ILLINOIS, within thirty (30) days of the issuance of a final bill by SBC ILLINOIS, all amounts due for actual services provided under this Appendix.

**DIRECTORY ASSISTANCE LISTING  
INFORMATION  
(DALI)**

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. GENERAL TERMS AND CONDITIONS ..... 3

3. UNBUNDLED NETWORK ELEMENT ..... 3

4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION ..... 4

5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS..... 4

6. PRICING ..... 5

7. ASSIGNMENT ..... 5

8. LIABILITY ..... 5

## 1. INTRODUCTION

- 1.1 The prices at which SBC ILLINOIS agrees to provide MCIm with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain SBC ILLINOIS's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of SBC ILLINOIS's telephone exchange service subscribers located in the State of Illinois. DALI shall also include updates. SBC ILLINOIS shall use commercially reasonable efforts to provide MCIm with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Illinois and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Illinois who have not objected to disclosure of such information in accordance with Applicable Law.
- 2.2 Where technically feasible, SBC ILLINOIS will provide Dialing Parity Directory Listings in SBC ILLINOIS (herein after collectively referred to as DAL):
  - 2.2.1 SBC ILLINOIS owns and maintains the database containing directory assistance listing information.
  - 2.2.2 Inasmuch as SBC ILLINOIS provides DA service under contract for other Telecommunications Carriers, SBC ILLINOIS's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
  - 2.2.3 SBC ILLINOIS agrees to provide DALI under the following terms and conditions:
    - 2.2.3.1 The data will be received from SBC ILLINOIS via Network Data Mover ("NDM") listed by NPA.
  - 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, SBC ILLINOIS shall provide DALI to MCIm in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
  - 2.2.5 On a daily basis, SBC ILLINOIS shall provide updates. Updates shall be current as of the provision date.
  - 2.2.6 Upon request, SBC ILLINOIS shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

## 3. UNBUNDLED NETWORK ELEMENT

- 3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of the PUC of ILLINOIS' rulings, SBC ILLINOIS shall provide DALI to MCIm as an unbundled Network Element.

#### **4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION**

- 4.1 MCIm may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.
- 4.2 If this Agreement is terminated by MCIm with the stated intention that no successor agreement will be entered into, MCIm shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by SBC ILLINOIS, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used in accordance with Applicable Law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in MCIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIm may verify the listing by matching the caller-provided address with the address in MCIm's database. MCIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIm can notify the customer that the requested listing is non-published.

#### **5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS**

- 5.1 SBC ILLINOIS shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). SBC ILLINOIS will provide to MCIm a telephone number that will permit MCIm to contact SBC ILLINOIS in the event a MCIm customer ("Calling Party") indicates to MCIm that he/she must reach a SBC ILLINOIS customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the SBC ILLINOIS DALI database, SBC ILLINOIS will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to SBC ILLINOIS by MCIm or the contact telephone number of MCIm.
  - 5.1.1 SBC ILLINOIS will only accept calls from employees of MCIm or its affiliates on behalf of MCIm's end user customers. SBC ILLINOIS will not accept calls from MCIm's end user customers.
- 5.2 MCIm shall only utilize the Non-Pub ENS in the event a Calling Party indicates to MCIm that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall MCIm use the Non-Pub ENS for non-emergency situations.
- 5.3 MCIm's representative shall provide to SBC ILLINOIS (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that

Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.

- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), SBC ILLINOIS will wait approximately thirty (30) minutes and make a second call attempt. If SBC ILLINOIS's second call attempt is unsuccessful, SBC ILLINOIS will promptly call MCI and inform MCI of its inability to reach the Non-Published Customer.
- 5.5 If the Non-Published Customer does not answer but SBC ILLINOIS reaches such Non-Published Customer's answering machine or voice mail service, SBC ILLINOIS will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to SBC ILLINOIS by MCI or the contact telephone number of MCI. SBC ILLINOIS will promptly call MCI and inform MCI that SBC ILLINOIS left a message for the Non-Published Customer.
- 5.6 Under no circumstances will SBC ILLINOIS release Non-Published telephone numbers to a MCI employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

## **6. PRICING**

- 6.1 Rates for DALI are contained in Appendix Pricing.

## **7. ASSIGNMENT**

- 7.1 MCI may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all Applicable laws, regulations and rules including any subsequent decision by the FCC or a court regarding the use of DALI.

## **8. LIABILITY**

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

## **APPENDIX 911**

**TABLE OF CONTENTS**

<b>1. INTRODUCTION .....</b>	<b>3</b>
<b>2. DEFINITIONS .....</b>	<b>3</b>
<b>3. BASIC 911 AND E911 GENERAL REQUIREMENTS.....</b>	<b>4</b>
<b>4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS .....</b>	<b>5</b>
<b>5. BASIC 911 AND E911 DATABASE REQUIRMENTS.....</b>	<b>6</b>
<b>6. MCIM RESPONSIBILITIES .....</b>	<b>7</b>
<b>7. METHODS AND PRACTICES .....</b>	<b>8</b>
<b>8. CONTINGENCY .....</b>	<b>9</b>
<b>9. BASIS OF COMPENSATION .....</b>	<b>9</b>
<b>10. LIABILITY .....</b>	<b>9</b>
<b>11. 911 TRUNKING ARRANGEMENTS .....</b>	<b>9</b>

## 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by SBC ILLINOIS to MCIIm.

## 2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 “Automatic Location Identification” or “ALI” means the automatic display at the Public Safety Answering Point or “PSAP” of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 “Automatic Number Identification” or “ANI” means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 “Company Identifier” or “Company ID” means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or “NENA” in a nationally accessible database.
- 2.5 “Database Management System” or “DBMS” means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.
- 2.6 “911 or E911 Customer” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.
- 2.7 “911 Gateway” A secure information management system that provides MCIIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIIm’s Data Management System and SBC’s E911 Database Management system.
- 2.8 “911 or E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “911 or E911 Service” means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.10 “Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.11 “Master Street Address Guide” or “MSAG” contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911 calls.
- 2.12 “National Emergency Number Association” or “NENA” is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 “Public Safety Answering Point” or “PSAP” means an answering location for 911 and E911 calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 “Selective Routing” and “Selective Router” or “SR” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

### **3. BASIC 911 AND E911 GENERAL REQUIREMENTS**

- 3.1 When SBC ILLINOIS is the 911 or E911 Service provider, SBC ILLINOIS shall provide MCIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DBMS to determine to which PSAP to route the call. SBC ILLINOIS shall provide ALI interface information and access to the DBMS sufficient, when combined with other Unbundled Network Elements, to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by SBC ILLINOIS for its End Users.
- 3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that SBC ILLINOIS provides to itself and others.
- 3.5 Upon written request, SBC ILLINOIS shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 SBC ILLINOIS and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 SBC ILLINOIS shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when SBC ILLINOIS is the 911 or E911 Service provider. SBC ILLINOIS shall provide 911 or E911 Service to MCIm as described this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and SBC ILLINOIS is the 911 or E911 Service provider.
- 3.8 Intentionally Omitted.

- 3.9 Intentionally Omitted.
- 3.10 SBC ILLINOIS will forward the ANI it receives from MCIIm and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIIm, SBC ILLINOIS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIIm, but no ALI record is found in the DBMS, SBC ILLINOIS will report this "No Record Found" condition to MCIIm in accordance with NENA standards.
- 3.11 Call Routing
  - 3.11.1 Where SBC ILLINOIS is the 911 or E911 Service provider, MCIIm will transport 911 and/or E911 calls from each MCIIm point of interconnection (POI) to the SBC ILLINOIS 911 Tandem or SR.
  - 3.11.2 SBC ILLINOIS will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
  - 3.11.3 SBC ILLINOIS will forward MCIIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

#### **4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS**

- 4.1 Where SBC ILLINOIS is the 911 or E911 Service provider, SBC ILLINOIS shall cooperate with MCIIm to ensure that 911/E911 Service is fully available to all MCIIm End User Customers whose telephone numbers have been ported from SBC ILLINOIS. SBC ILLINOIS shall provide the necessary access for MCIIm to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 SBC ILLINOIS shall notify MCIIm 48 hours in advance of any scheduled testing or maintenance affecting MCIIm 911 or E911 Service. SBC ILLINOIS shall provide notification as soon as possible of any unscheduled outage affecting MCIIm 911/E911 Service. SBC ILLINOIS shall notify MCIIm of major network changes impacting MCIIm as soon as SBC ILLINOIS is aware of such changes.
- 4.3 SBC ILLINOIS shall provide MCIIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
- 4.4 SBC ILLINOIS shall provide to MCIIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where SBC ILLINOIS manages the 911/E911 database, SBC ILLINOIS shall provide MCIIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.
- 4.6 SBC ILLINOIS shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where SBC ILLINOIS is the 911 or E911 Service provider, SBC ILLINOIS shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

## 5. BASIC 911 AND E911 DATABASE REQUIREMENTS

- 5.1 When SBC ILLINOIS is the 911 or E911 Service provider, SBC ILLINOIS manages the DBMS. The interface to the DBMS must meet all applicable standards.
  - 5.1.1 Where SBC ILLINOIS is the 911 or E911 Service provider and manages the DBMS, SBC ILLINOIS shall store MCI's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCI's End User Customers served by MCI's exchange(s)] in the electronic data processing database for the DBMS. SBC ILLINOIS shall provide an electronic interface through which MCI or its representative(s) may provide and update such information.
  - 5.1.2 MCI shall adopt use of Company ID on all MCI End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.
  - 5.1.3 MCI or its representatives shall be responsible for providing MCI's End User 911 Records to SBC ILLINOIS for inclusion in SBC ILLINOIS's DBMS on a timely basis. SBC ILLINOIS and MCI shall arrange for the automated input and periodic updating of MCI's End User 911 Records.
- 5.2 SBC ILLINOIS shall coordinate access to the DBMS for the initial loading and updating of MCI End User Customer 911/E911 Records. Access coordination will include:
  - 5.2.1 SBC ILLINOIS provided format requirements and a delivery address for MCI to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC ILLINOIS shall confirm receipt of this data by the next business day by providing MCI with error and statistical files;
  - 5.2.2 Coordination of error resolution involving entry and update activity;
  - 5.2.3 Provisioning of specific 911 routing information on each access line;
- 5.3 SBC ILLINOIS shall provide an electronic interface to the ALI/DBMS database (or permit MCI to provide its own data link to the 911 Gateway that interfaces to the ALI/DMS database), through which MCI or its agent may provide a daily update of MCI Customer Information. SBC ILLINOIS shall provide MCI with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC ILLINOIS shall provide error and statistical files from the ALI/DBMS database to MCI within one (1) business day after MCI or its agent enters information into the ALI/DBMS database.
  - 5.3.1 SBC ILLINOIS 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 SBC ILLINOIS shall provide MCI query access to the ALI database, to verify the accuracy of MCI Customer information, provided that MCI has access to the 911 Gateway and subscribes to TC View (an on line tool).

- 5.5 SBC ILLINOIS will process MCI's End User Customer 911/E911 Record updates in the DBMS. SBC ILLINOIS will then provide MCI an error and statistical file. SBC ILLINOIS and MCI shall arrange for the automated input and periodic updating of 911/E911 database information related to MCI's Customers.
- 5.6 SBC ILLINOIS shall update the ALI/DMS database within two (2) business days after receiving the data from MCI.
- 5.7 If SBC ILLINOIS detects an error in the MCI-provided data, the data shall be returned to MCI within two (2) business days after it was provided to SBC ILLINOIS. MCI shall respond to requests from SBC ILLINOIS to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall not be allowed.
- 5.9 MCI's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCI's end user customer records are updated in the DBMS. SBC ILLINOIS will provide notification when MCI's records have been entered into the ALI DBMS.
- 5.10 ALI DBMS discrepancy reports shall be jointly researched by SBC ILLINOIS and MCI. The responsible Party shall take immediate corrective action. SBC ILLINOIS agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 SBC ILLINOIS agrees to treat all data on MCI's Customers provided under this Appendix as strictly confidential and to use data on MCI's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the Illinois Commerce Commission (ICC) or Federal Communications Commission (FCC).
- 5.12 Where MCI is authorized to provide local telephone exchange service, SBC ILLINOIS shall identify which ALI databases cover which counties, or parts thereof, and identify and communicate a point of contact for SBC ILLINOIS.
- 5.13 SBC ILLINOIS will provide to MCI a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCI. The MSAG will be provided in a media and format usable with personal computers, free of charge once per month. SBC ILLINOIS shall cooperate with MCI to ensure the accuracy of information about MCI Customers in the ALI database and shall assist in resolving any errors. SBC ILLINOIS shall notify the E911 Customer of any errors in the MSAG concerning MCI Customers. The MSAG will be provided by state.
- 5.14 Upon request, SBC ILLINOIS will provide MCI a data pull of all MCI's existing end user records residing in the 911 database once per year at no charge to MCI.

## **6. MCI RESPONSIBILITIES**

- 6.1 Database
  - 6.1.1 MCI is responsible for providing SBC ILLINOIS updates to the ALI database; in addition, MCI is responsible for maintaining the accuracy and content of that data as delivered.
  - 6.1.2 MCI is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires SBC ILLINOIS's participation, MCI will coordinate with SBC ILLINOIS.

- 6.2 Other
  - 6.2.1 Intentionally Omitted
  - 6.2.2 Intentionally Omitted.
  - 6.2.3 MCIIm will be responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on a local service provider and/or end users by any municipality or other governmental entity

## **7. METHODS AND PRACTICES**

- 7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- 7.2 MCIIm will establish a minimum of two (2) dedicated trunks from MCIIm's Switch to each POI. MCIIm may, at its option, provide its own transport facilities, acquire such transport facilities from SBC ILLINOIS through the applicable State Tariff, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
  - 7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication AM-TR-NIS-000152, Interconnection to an Ameritech 9-1-1 Selective Routing Switch via SS7 Trunks as a Substitute for CAMA Signaling, Issue 2, June 1, 2000 or any revisions thereto. SBC ILLINOIS shall provide MCIIm a minimum of ninety (90) days notice of any changes to this document.
- 7.3 SBC ILLINOIS shall assure sufficient capacity at the 911 tandem or SR to meet MCIIm's requests for interconnection within twenty (20) business days after receipt of the request. When SBC ILLINOIS network force and load conditions require a longer implementation timeframe, SBC ILLINOIS will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.
- 7.4 SBC ILLINOIS will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to SBC ILLINOIS's SR. SBC ILLINOIS will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 SBC ILLINOIS will provide the order number and circuit identification code in advance of the service due date.

- 7.6 In the event of an SBC ILLINOIS or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). SBC ILLINOIS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising SBC ILLINOIS of the circuit identification when notifying SBC ILLINOIS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC ILLINOIS will refer network trouble to MCIm if no defect is found in SBC ILLINOIS's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

## **8. CONTINGENCY**

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.
- 8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC ILLINOIS and MCIm. These specifications (if any) shall be documented in the 9-1-1 Trunk Group Request Form (TGRF). MCIm shall complete its portion of the 9-1-1 TGRF and submit it to SBC ILLINOIS. SBC ILLINOIS shall complete its portion of the 9-1-1 TGRF and provide MCIm with approval to issue an Access Service Request (ASR) for the service configuration specified on the TGRF.

## **9. BASIS OF COMPENSATION**

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

## **10. LIABILITY**

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.
- 10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

## **11. 911 TRUNKING ARRANGEMENTS**

- 11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement

**NETWORK INTERCONNECTION  
METHODS/INTERCONNECTION TRUNKING**

**TABLE OF CONTENTS**

<b>1. DEFINITIONS.....</b>	<b>4</b>
<b>2. NETWORK INTERCONNECTION METHODS.....</b>	<b>5</b>
<b>3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION.....</b>	<b>6</b>
<b>4. METHODS OF INTERCONNECTION .....</b>	<b>6</b>
<b>5. INTENTIONALLY OMITTED .....</b>	<b>8</b>
<b>6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES .....</b>	<b>8</b>
<b>7. INTERCONNECTION TRUNKING ARRANGEMENTS .....</b>	<b>8</b>
<b>8. TRUNKING.....</b>	<b>9</b>
<b>9. MEET POINT TRUNKING ARRANGEMENTS .....</b>	<b>10</b>
<b>10. 911 TRUNKING ARRANGEMENTS .....</b>	<b>11</b>
<b>11. HIGH VOLUME CALLING TRUNK GROUPS .....</b>	<b>13</b>
<b>12. OPERATOR SERVICES TRUNKING ARRANGEMENTS .....</b>	<b>14</b>
<b>13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS.....</b>	<b>15</b>
<b>14. SIGNALING .....</b>	<b>15</b>
<b>15. INTENTIONALLY OMITTED .....</b>	<b>15</b>
<b>16. FORECASTING .....</b>	<b>15</b>
<b>17. TRUNK DESIGN BLOCKING CRITERIA .....</b>	<b>16</b>
<b>18. TRUNK SERVICING.....</b>	<b>16</b>
<b>19. PROVISIONING .....</b>	<b>17</b>
<b>20. TRUNK DATA EXCHANGE .....</b>	<b>18</b>
<b>21. MAINTENANCE TESTING AND REPAIR .....</b>	<b>19</b>

**22. INTENTIONALLY OMITTED ..... 19**

**23. NETWORK MANAGEMENT ..... 19**

This Appendix Network sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

## 1. DEFINITIONS

- 1.1 "Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 Intentionally Omitted.
- 1.3 "End Office" or "End Office Switch" is as defined in Appendix Definitions.
- 1.4 Intentionally Omitted.
- 1.5 "IntraLATA Toll" traffic describes IntraLATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the SBC ILLINOIS tariff approved by the Commission.
- 1.6 "ISP-Bound Traffic" is as defined in Appendix Reciprocal Compensation.
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.9 Intentionally Omitted.
- 1.10 "Local Interconnection Trunk Groups" are defined as trunk groups designated to exchange (between SBC and MCI) Section 251(b)(1) Traffic, (ii) ISP-Bound Traffic, and (iii) IntraLATA toll Traffic (delivered by SBC or MCI on behalf of their respective end users).
- 1.11 "Local/IntraLATA Tandem" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic.
- 1.12 Intentionally Omitted.
- 1.13 Intentionally Omitted.
- 1.14 A "Point of Interconnection" ("POI") is a physical point on SBC ILLINOIS' network where SBC ILLINOIS' and MCI's networks meet and where traffic is delivered to each other. Each Party remains responsible for the facilities on its side of the POI.
- 1.15 Intentionally Omitted.

- 1.16 Section 251(b)(5) Traffic is as defined in Appendix Reciprocal Compensation.
- 1.17 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Appendix, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA toll Traffic originating from an end user obtaining local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic and IntraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC ILLINOIS where SBC-ILLINOIS is both the Section 251(b)(5) Traffic and IntraLATA toll provider.
- 1.18 "Trunk" or "Trunk Group" is as defined in Appendix Definitions.

## **2. NETWORK INTERCONNECTION METHODS**

- 2.1 Upon request by MCI, SBC ILLINOIS shall provide interconnection for the facilities and equipment of MCI with SBC ILLINOIS' network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible POI inside the geographical areas in which SBC ILLINOIS is the Incumbent LEC and within SBC ILLINOIS' network. The interconnection must be at least equal in quality to that provided by SBC ILLINOIS to itself or to any subsidiary, Affiliate, or any Third Party to which SBC ILLINOIS provides Interconnection. SBC ILLINOIS shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which SBC ILLINOIS is the Incumbent LEC and within SBC ILLINOIS' network by any Technically Feasible means established herein, including, but not limited to, a Fiber Meet.
- 2.3 If MCI determines to establish new or change existing Interconnection arrangements with SBC ILLINOIS, it will provide written notice of the need to establish or change such Interconnection to SBC ILLINOIS. Upon receipt of MCI's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.
- 2.4 If either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.
- 2.5 MCI is solely responsible for the facilities that carry OS/DA, 911, and Meet-Point trunk groups.
- 2.6 The physical architecture plan will, at a minimum, include the location of MCI's switch(es) and SBC ILLINOIS' End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities.
- 2.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning. SBC ILLINOIS will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. MCI will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

### **3. NETWORK ARCHITECTURE AND POINTS OF INTERCONNECTION**

- 3.1 Each Party is responsible, including financially, for the facilities and engineering on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between MCIm and SBC ILLINOIS.
- 3.2 Neither Party shall dismantle any established POI unless it either reaches an agreement with the other Party or receives Commission approval.

### **4. METHODS OF INTERCONNECTION**

#### **4.1 Physical Collocation**

- 4.1.1 When MCIm provides its own facilities or uses the facilities of a 3<sup>rd</sup> Party to an SBC ILLINOIS Tandem or End Office and wishes to place its own transport terminating equipment at that location, MCIm may interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

#### **4.2 Virtual Collocation**

- 4.2.1 When MCIm provides its own facilities or uses the facilities of a 3<sup>rd</sup> Party to an SBC ILLINOIS Tandem or End Office and wishes for SBC ILLINOIS to place transport terminating equipment at that location on MCIm's behalf, they may interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation.

#### **4.3 Methods of Interconnection Without Collocation**

- 4.3.1 When MCIm does not wish to collocate transport terminating equipment at an SBC ILLINOIS Tandem or End Office, MCIm may:
- (i) self provision, or
  - (ii) deploy third party interconnection facilities.

#### **4.4 Fiber Meet Interconnection**

- 4.4.1 Fiber Meet Interconnection between SBC ILLINOIS and MCIm can occur at any mutually agreeable and technically feasible point between MCIm's premises and an SBC ILLINOIS Tandem or End Office within each local exchange area. The Parties may mutually agree to other design options.
- 4.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as described herein. Only Local Interconnection Trunk Groups shall be provisioned over this facility. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 4.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve

equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

4.4.4 The Parties will mutually agree on the minimum data rate hand off of the SONET transmission system and it will be determined during implementation meetings. The Parties may agree to an initial minimum deployment of facilities at the OC48 level.

4.4.4.1 SBC ILLINOIS shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal ("FOT") equipment in each SBC ILLINOIS Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.2 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all Local Interconnection Trunk Groups in accordance with the requirements of this Appendix.

4.4.4.3 There are two basic Fiber Meet design options available as described below. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

4.4.4.3.1 Design One: MCI and SBC ILLINOIS shall provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC ILLINOIS will provide the fibers associated with the "working" side of the system. MCI will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC ILLINOIS location.

4.4.4.3.2 Design Two: MCI will provide fiber cable to the last entrance (or SBC-ILLINOIS designated) manhole at the SBC-ILLINOIS Tandem or End Office switch. SBC-ILLINOIS shall make all necessary preparations to receive and to allow and enable MCI to deliver fiber optic facilities into that manhole. MCI will provide a sufficient length of Fiber cable for SBC-ILLINOIS to pull through the SBC-ILLINOIS cable vault. MCI shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-ILLINOIS shall take the fiber from the manhole

and terminate it inside SBC-ILLINOIS' office at the cable vault at SBC-ILLINOIS' expense. In this case the POI shall be at the SBC-ILLINOIS designated manhole location.

4.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.

4.5 Other Interconnection Methods

4.5.1 SBC ILLINOIS shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.

**5. INTENTIONALLY OMITTED**

**6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES**

6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.

6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

**7. INTERCONNECTION TRUNKING ARRANGEMENTS**

7.1 General

7.1.1 The Parties will establish Local Interconnection Trunk Groups.

7.1.1.1 Intentionally Omitted.

7.1.2 The Parties will establish other Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point, Mass Calling, 911, and Operator Services and Directory Assistance.

7.1.3 MCIm shall have administrative control over the ASR in the establishment of Interconnection trunk groups in addition to the initial combinations described above.

7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall

deliver the traffic in accordance with the serving arrangements defined in the LERG.

## 7.2 Technical Interfaces

7.2.1 When interconnecting at SBC ILLINOIS' switches, the Parties have a preference for use of B8ZS ESF trunks for all traffic between their networks. Where available, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available and deployed.

7.2.2 The Parties agree to provide facility electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, SBC ILLINOIS will provide any multiplexing required for DS1 facilities or trunking at their end and MCI will provide any DS1 multiplexing required for facilities or trunking at their end.

## 8. TRUNKING

8.1 SBC ILLINOIS deploys in its network Tandems that switch Section 251 (b)(5) and ISP-Bound only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), Tandems that switch Section 251(b)(5)/IntraLATA Traffic only, and Tandems that switch both Section 251 (b)(5) and ISP-Bound Traffic and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC ILLINOIS deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to end user customers.

8.2 For interconnection trunks established after the Effective Date of this Agreement, two-way trunking shall be established for all Local Interconnection Trunk Groups. The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

### 8.3 End Office Trunk Groups

8.3.1 Direct End Office trunks terminate traffic from a MCI switch to an SBC ILLINOIS End Office and are not switched at a Tandem location. MCI shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Local Tandem unless the End Office does not subtend any local tandem. All traffic received by SBC ILLINOIS on the Direct End Office trunk group from MCI must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

8.4 In addition to the Interconnection trunking arrangements described above, either party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem

trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host.

- 8.5 The Parties recognize that embedded one-way trunks exist for Section 251 (b)(5)/IntraLATA Traffic via end point meet facilities. The Parties agree the existing one-way trunking architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Fiber Meet architecture. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. The Parties agree to develop a cutover plan and project manage the cutovers.
- 8.6 Traffic Direction
- 8.6.1 The Parties shall not apportion the cost for two-way trunks based upon each Party's relative use (i.e. traffic direction) of such trunks.
- 8.7 Tandem Trunk Groups – Single Tandem LATAs
- 8.7.1 MCI shall establish direct trunking to an SBC ILLINOIS tandem if busy hour traffic reaches the DS-1 level for three consecutive months.
- 8.8 Tandem Trunk Groups – Multiple Tandem LATAs
- 8.8.1 MCI shall establish direct trunking to an SBC ILLINOIS tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

## **9. MEET POINT TRUNKING ARRANGEMENTS**

- 9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCI's Central Office and SBC ILLINOIS' Access Tandem over a "Meet Point" Trunk Group separate from Section 251 (b)(5)/IntraLATA Traffic Except for any embedded based of one-way trunks existing as of the Effective Date, InterLATA trunk groups will be set up as two-way and will utilize SS7 signaling, except Multi-Frequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 9.2 Meet Point Interconnection Trunk Groups will be established between MCI's Switch and SBC ILLINOIS Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each SBC ILLINOIS Access Tandem under which MCI's NXXs home.
- 9.3 Intentionally Omitted.
- 9.4 Intentionally Omitted.
- 9.5 Intentionally Omitted.
- 9.6 Intentionally Omitted.
- 9.7 SBC ILLINOIS will not block switched access customer traffic delivered to the SBC ILLINOIS Tandem for completion on MCI's network. In no event will SBC ILLINOIS be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC ILLINOIS shall have no responsibility to ensure that any switched access customer will accept traffic that MCI directs to the switched access customer.

## 9.8 Toll Free Trunking Arrangements

- 9.8.1 If MCIm chooses SBC ILLINOIS to handle 800/(8YY) database queries from its switches, all MCIm originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and MCIm 800/(8YY) service that will be identified and segregated by carrier through the database query handled through SBC ILLINOIS Tandem switch.
- 9.8.2 MCIm may handle its own 800/8YY database queries from its switch. If so, MCIm will determine the nature (local/IntraLATA/InterLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIm will route the post-query local or IntraLATA converted ten-digit local number to SBC ILLINOIS over the Local Interconnection Trunk Groups. In such case, MCIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIm will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to SBC ILLINOIS' Access Tandem. Calls will be routed to SBC ILLINOIS over the Local Interconnection Trunk Groups and InterLATA trunk groups within the LATA in which the calls originate.
- 9.8.3 Intentionally Omitted
- 9.8.4 All originating Toll Free Service (800/8YY) calls for which MCIm requests that SBC-ILLINOIS perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 9.8.5 All post-query Toll Free Service (800/8YY) calls for which MCIm performs the SSP function, if delivered to SBC-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

## 10. 911 TRUNKING ARRANGEMENTS

- 10.1 Upon request, SBC ILLINOIS will provide nondiscriminatory access to its 911/E911 facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to MCIm. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to SBC ILLINOIS' 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which SBC ILLINOIS provides to itself, its Customers, subsidiaries, Affiliates or any third-party.
- 10.2 Subject to section 10.2.1 below (Trunking Exception), MCIm, with SBC ILLINOIS' cooperation shall establish dedicated trunks from MCIm's Central Office to each SBC ILLINOIS 911/E911 Selective Router (i.e., 911 Tandem Office) for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups"). MCIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.

- 10.2.1 **TRUNKING EXCEPTION** The Parties agree that MCI shall not be required to establish 911 trunking or interconnection to SBC ILLINOIS's 911 Selective Routers in rate centers where MCI does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). MCI shall identify such Non-Dial Tone Rate Centers when completing the "MCI to SBC Network Information Sheet" ("NIS") and SBC ILLINOIS specifically agrees that no other notification shall be required of MCI. SBC ILLINOIS shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by MCI on a NIS. MCI agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. MCI acknowledges that, if MCI wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When MCI designates a rate center as a Non-Dial Tone Rate Center, MCI agrees to indemnify SBC ILLINOIS, in accordance with the requirements of the General terms, for any 911 claims made by MCI's customers in that Non-Dial Tone Rate Center arising from MCI's decision not to interconnect with SBC ILLINOIS's 911 Selective Routers in that Non-Dial Tone Rate Center.
- 10.3 SBC ILLINOIS shall assure sufficient capacity at the 911 selective router to meet MCI's requests for Interconnection within twenty (20) business days after receipt of the request. When SBC ILLINOIS network force and load conditions require a longer implementation timeframe, SBC ILLINOIS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. SBC ILLINOIS is not responsible to provide diversity for MCI to the 911 selective router.
- 10.4 SBC ILLINOIS shall provide the following information to MCI, and shall promptly notify MCI of any changes:
- 10.4.1 SBC ILLINOIS processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.
- 10.4.2 Trunk group specifications.
- 10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
- 10.4.4 Intentionally Omitted.
- 10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 10.4.6 Intentionally Omitted.
- 10.5 Intentionally Omitted.
- 10.6 Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 10.7 Interconnection for Primary and Diverse Routes. MCI's Point of Interconnection (POI) for E911/911 Service shall be at the SBC ILLINOIS 911 Selective Router. These facilities

are the financial responsibility of MCI. MCI shall pay tariff charges for diverse routes. MCI will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by SBC ILLINOIS within twenty (20) business days after receipt of the order. If SBC ILLINOIS requires additional information, MCI agrees to cooperate to provide such information in order to complete the order. When SBC ILLINOIS network force and load conditions require a longer implementation timeframe, SBC ILLINOIS will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCI and SBC ILLINOIS will cooperate to promptly test all E911/911 trunks and transport facilities between MCI's network and the SBC ILLINOIS Selective Router to assure proper functioning of the 911 service. MCI will not turn-up live 911 traffic until successful call through testing is completed by both Parties.

- 10.8 Except as set forth in Section 10.2 of this Appendix Network, MCI will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that MCI serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCI shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCI is responsible for requesting and payment of facilities routed diversely for 911 interconnection.
- 10.9 MCI will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC ILLINOIS 911 selective router Office(s).
- 10.10 MCI shall provide sufficient facilities/trunks to route MCI originating 911 calls to the 911 selective router. MCI is responsible to request and pay for facilities routed diversely for 911 interconnection.
- 10.11 Intentionally Omitted.
- 10.12 MCI shall monitor the 911 trunks for the purpose of determining originating network traffic volumes. MCI will notify SBC ILLINOIS if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, MCI shall request and pay for facilities carrying additional trunks from SBC ILLINOIS at the applicable access tariff rates.
- 10.13 Where 911 interconnection is established, MCI acknowledges that its End Users in a single local calling scope may be served by different selective routers and MCI shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

## **11. HIGH VOLUME CALLING TRUNK GROUPS**

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. MCI will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

- 11.3 It is recommended that this group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

- 11.4 If MCIm should acquire a HVCI/Mass Calling customer, i.e. a radio station, MCIm shall notify SBC ILLINOIS of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC ILLINOIS HVCI/Mass Calling Serving Office to the MCIm customer's serving office and SBC ILLINOIS shall establish this trunk group.
- 11.5 If MCIm finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, MCIm may request a meeting to coordinate with SBC ILLINOIS the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that MCIm establishes a new choke NXX, MCIm must notify SBC ILLINOIS a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC ILLINOIS will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SBC ILLINOIS Public Response HVCI/Mass Calling Network Access Tandem to MCIm's choke serving office.
- 11.6 Intentionally Omitted

## **12. OPERATOR SERVICES TRUNKING ARRANGEMENTS**

- 12.1 If SBC ILLINOIS agrees through a separate appendix or contract to provide Operator Services for MCIm the following trunk groups are required:
- 12.1.1 Where MCIm purchases Operator Services from SBC ILLINOIS, the Parties will establish separate trunk groups from MCIm's Switch to SBC ILLINOIS operator switch ("Operator Services Trunk Groups").
- 12.1.2 When SBC ILLINOIS' operator is under contract to provide Busy Line Verification/Emergency Interrupt service to MCIm's end user customer, SBC ILLINOIS will utilize a separate one-way trunk group using MF signaling, from SBC ILLINOIS' Operator Services Tandem to MCIm's Switch.
- 12.2 If MCIm does not purchase unbundled Operator Services from SBC-ILLINOIS, the Parties may interconnect their respective OS platforms for the purposes of inward operator assistance, (see Appendix Inward), as follows:
- 12.2.1 The parties shall mutually agree on the physical interconnection necessary to route these call, subject to the Dispute Resolution section of the General Terms and Conditions of the Agreement.
- 12.2.2 Intentionally Omitted.

**13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS**

- 13.1 MCIIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC ILLINOIS Operator Services Tandem in the LATA for the NPA MCIIm wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)). MCIIm will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

**14. SIGNALING**

- 14.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for SS7 based features.. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.
- 14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

**15. INTENTIONALLY OMITTED****16. FORECASTING**

- 16.1 MCIIm agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. SBC ILLINOIS shall review this forecast and if it has any additional information that will change the forecast shall provide this information to MCIIm. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC ILLINOIS General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding.
- 16.2 SBC ILLINOIS shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:

- 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 16.4.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.
- 16.6 MCI and SBC ILLINOIS will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

## 17. TRUNK DESIGN BLOCKING CRITERIA

- 17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS <sup>1</sup>
Local Direct End Office (Final)	1 %
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

## 18. TRUNK SERVICING

- 18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of MCI.
- 18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.

---

<sup>1</sup> During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

- 18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCIIm will have administrative control for the purpose of issuing ASR's on one-way or two-way trunk groups. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 18.5 Both Parties may send an ASR or a Trunk Group Service Request (TGSR) to the other party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. MCIIm's preference is to use the ASR process to trigger changes to Local Interconnection Trunk Groups. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days. The intervals used for the provisioning process will be the same as those used for SBC ILLINOIS Switched Access service.
- 18.6 BLOCKING - In a blocking final situation, a TGSR will be issued by SBC ILLINOIS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. MCIIm upon receipt of a TGSR, in a blocking situation, will issue an ASR to SBC ILLINOIS within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. MCIIm will note "Service Affecting" on the ASR.
- 18.7 UNDER UTILIZATION - In an under utilization situation (where more capacity exists than actual usage requires) the Parties agree that if a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained. SBC ILLINOIS may send a TGSR to MCIIm to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, MCIIm will, within the ten (10) business days of such receipt, either (i) issue an ASR to SBC ILLINOIS or (ii) request that the Parties schedule a joint planning discussion for the TGSR.
- 18.8 If MCIIm does not respond to the TGSR within the ten (10) business day period described above, SBC ILLINOIS will contact MCIIm to schedule a joint planning discussion. If MCIIm will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC-ILLINOIS reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups and facilities.

## **19. PROVISIONING**

- 19.1 SBC ILLINOIS shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of a complete and accurate order.
- 19.1.1 In cases where SBC ILLINOIS has issued a FOC and, facilities are found not to be available, MCIIm shall utilize SBC ILLINOIS' escalation process. For facility/switching equipment shortages, SBC ILLINOIS shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, SBC ILLINOIS shall re-FOC with updated status by close of business.

- 19.2 Orders that comprise a major project may be submitted over a period of several days, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among SBC ILLINOIS and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.
- 19.4 Due dates and intervals used for the provisioning process are provided in the CLEC Online handbook. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled.
- 19.5 The Parties shall share responsibility for their respective Control Office functions for Local Interconnection Trunk Groups and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for such trunks and trunk groups.
- 19.6 Intentionally Omitted
- 19.7 MCIm and SBC ILLINOIS shall:
- 19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

## **20. TRUNK DATA EXCHANGE**

- 20.1 MCIm has requested and SBC ILLINOIS shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in MCIm's network. A trunk group utilization report (TIKI) is also available, upon request. The TIKI report is provided in a MS-Excel format.
- 20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 20.3 DIXC traffic data will include, but not be limited to, the following:
- 20.3.1 Usage (total usage measured in centum call seconds)
- 20.3.2 Peg Count (Peg count of originating call attempts including overflow)

- 20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
- 20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
- 20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)

- 20.4 DIXC traffic data shall be collected as follows:
  - 20.4.1 Hourly on the clock hour
  - 20.4.2 Twenty-four (24) hours per day (0000-2400)
  - 20.4.3 Seven (7) days per week (including holidays)
  - 20.4.4 Fifty-two (52) weeks per year

## **21. MAINTENANCE TESTING AND REPAIR**

- 21.1 MCIIm and SBC ILLINOIS shall work cooperatively to install and maintain a reliable network. MCIIm and SBC ILLINOIS shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:
  - 21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. Either Party may initiate the joint activities.
  - 21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
  - 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
  - 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
  - 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

## **22. INTENTIONALLY OMITTED**

## **23. NETWORK MANAGEMENT**

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 7 and 10 digit code gaps set at appropriate levels on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIIm and SBC ILLINOIS shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 23.3 Mass Calling. MCI and SBC ILLINOIS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

**INWARD ASSISTANCE OPERATOR SERVICE  
(INW)**

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. SERVICES ..... 3

3. DEFINITIONS ..... 3

4. RESPONSIBILITIES OF THE PARTIES..... 3

5. TOLL CENTER CODES ..... 4

6. PRICING ..... 4

7. MONTHLY BILLING ..... 4

8. LIABILITY ..... 4

9. TERM OF APPENDIX ..... 4

## 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by SBC ILLINOIS to MCIIm.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 The prices at which SBC ILLINOIS agrees to provide MCIIm Inward Assistance Operator Services are contained in Appendix Pricing

## 2. SERVICES

- 2.1 Where technically feasible and available, SBC ILLINOIS's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the Inward Code:
  - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
  - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLVI) service.
- 2.2 Inward Assistance Operator Service is an optional service and is applicable when MCIIm is not purchasing SBC ILLINOIS's Operator Services.

## 3. DEFINITIONS

- 3.1 "General Assistance" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

## 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If MCIIm decides to order this optional service, it is the responsibility of MCIIm to order the necessary facilities to interconnect with SBC ILLINOIS's Operator assistance switches in the various locations throughout the SBC ILLINOIS territory.
- 4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.
- 4.3 MCIIm will furnish request for service in writing to SBC ILLINOIS, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC ILLINOIS.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business

operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

- 4.4 SBC ILLINOIS - When utilizing the services of MCIm Inward Assistance, SBC ILLINOIS and MCIm agree that SBC ILLINOIS will pay MCIm at the same rate MCIm compensates SBC ILLINOIS pursuant to the terms of this Appendix.
- 4.5 Intentionally Omitted.
- 4.6 SBC ILLINOIS shall offer operator-to-operator BLV/BLVI to MCIm on a nondiscriminatory basis.

## **5. TOLL CENTER CODES**

- 5.1 Toll Center Codes will be used by MCIm Operators for routing and connecting to the SBC ILLINOIS Operator assistance switches. These codes are listed in the LERG and are specific to the various SBC ILLINOIS LATA's where SBC ILLINOIS Operator assistance switches are located.
- 5.2 SBC ILLINOIS Operator Services will require a Toll Center Code for MCIm Operator Services assistance switches that are listed in the LERG. This code will be the routing code used for connecting the SBC ILLINOIS Operator to the MCIm Operator on an Inward basis.
- 5.3 If MCIm requires establishment of a new Toll Center Code, MCIm shall do so by referencing the Local Exchange Routing Guide (LERG).

## **6. PRICING**

- 6.1 SBC ILLINOIS - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

## **7. MONTHLY BILLING**

- 7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.
- 7.2 SBC ILLINOIS will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

## **8. LIABILITY**

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

## **9. TERM OF APPENDIX**

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.
- 9.2 If MCIm terminates this Appendix prior to the expiration of the term of this Appendix, MCIm shall pay SBC ILLINOIS, within thirty (30) days of the issuance of any bills by SBC ILLINOIS, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.

- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

**ACCESS TO ADVANCE INTELLIGENCE  
NETWORK (AIN) LAWFUL UNE**

**1. INTRODUCTION**

MCIm agrees that it does not wish to obtain SBC ILLINOIS' Access to Advanced Intelligence Network ("AIN") Lawful unbundled Network Element to design and create its own AIN Service Software, and should MCIm wish to have such capability during the life of this Agreement, it will negotiate an appropriate amendment.

## **APPENDIX NUMBER PORTABILITY**

**TABLE OF CONTENTS**

1. **GENERAL** ..... **3**

2. **LOCAL NUMBER PORTABILITY DESCRIPTION**..... **3**

3. **REGULATIONS**..... **3**

4. **LIMITATIONS** ..... **5**

5. **INTENTIONALLY OMITTED**..... **5**

6. **MASS CALLING**..... **5**

## 1. GENERAL

- 1.1 Permanent Number Portability (PNP) is an arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) NANC (North American Numbering Council), and NENA (National Emergency Number Association).

## 2. LOCAL NUMBER PORTABILITY DESCRIPTION

- 2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.2 When the called number with a portable NXX is ported, a LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

## 3. REGULATIONS

- 3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency Numbering Association (NENA) and industry agreements for migration of E911 record data.
  - 3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.
  - 3.1.2 The porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
  - 3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals through the Change Management Process. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
  - 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
  - 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
  - 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
  - 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
  - 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
  - 3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP National Operations Team for porting.
  - 3.1.11 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
  - 3.1.12 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
  - 3.1.13 To the extent technically feasible, each Party agrees to provide the appropriate JIP String, as specified in GR-2936-CORE (Local Number Portability (LNP) capability specifications: Service Provider Portability).
- 3.2 SPNP Query Service
- 3.2.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
  - 3.2.2 If MCIm chooses not to fulfill its N-1 carrier responsibility, SBC ILLINOIS will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, SBC ILLINOIS will charge and MCIm agrees to pay the default queries charges set forth in Section 6 of the FCC

No. 2 Access Services Tariff. SBC ILLINOIS provides MCIIm the optional use of the SBC ILLINOIS' LNP database via the SPNP Query Service.

- 3.2.3 SBC ILLINOIS provides MCIIm the optional use of the SBC ILLINOIS LNP Database. When MCIIm orders SPNP Query Service-Database, SBC ILLINOIS shall charge and MCIIm agrees to pay the SPNP Query Service-Database service charges set forth in Appendix Pricing. The MCIIm's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC ILLINOIS' LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.2.4 When purchasing the SPNP Query Service - Database, MCIIm will access SBC ILLINOIS' facilities via an SS7 link to the SBC ILLINOIS STP.
- 3.2.5 When purchasing the SLNP Query Service - Database, MCIIm will advise SBC ILLINOIS of the entry point(s) of queries to the SBC ILLINOIS network and provide a query forecast for each entry point.

#### **4. LIMITATIONS**

- 4.1. For PNP, MCIIm shall submit a separate DSR for the listing of MCIIm's end user customer in White Pages and Directory Assistance.

#### **5. INTENTIONALLY OMITTED**

#### **6. MASS CALLING**

##### **6.1 General Terms and Conditions**

- 6.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC ILLINOIS in special circumstances where large numbers of incoming calls are solicited by an end user and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of end user customer objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 6.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC ILLINOIS will provide mass calling code portability using a non-LRN solution.

##### **6.2 Service Provided**

- 6.2.1 SBC ILLINOIS will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC ILLINOIS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC ILLINOIS mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC ILLINOIS's choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 6.2.2 When MCI requests that a SBC ILLINOIS number with a mass calling NXX code be ported to its network, SBC ILLINOIS will build translations at the CSO to route the incoming calls to a MCI provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to MCI's central office.

## **APPENDIX NUMBERING**

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 3

2. GENERAL TERMS AND CONDITIONS..... 3

## 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC ILLINOIS will coordinate with MCIIm with respect to NXX assignments.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where MCIIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIIm shall obtain a separate NXX code for each SBC ILLINOIS Rate Center or Rate District (which ever is smaller) which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Where pooling is done, MCIIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIIm.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Business Integrated Rating and Routing Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable

charges per Appendix Pricing. The Parties agree to follow established industry practice for code transfer and LERG reassignment.