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[1] d/b/a AT&T Illinois ("AT&T Illinois"), and IQ Telecom, 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 TDS Metrocom, LLC for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on October 24, 2001 in docket number 01-0612, 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 "TDS Metrocom, LLC", 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 December 4, 2010.

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:

[1] 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	Daniel Gentile / Vice President
STREET ADDRESS	3215 W 127th St.
CITY, STATE, ZIP CODE	Blue Island, IL 60406
FACSIMILE NUMBER	798-489-6480

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	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9th 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.

IQ Telecom, Inc.

By: _____

Printed: DAVID GENTILE

Title: V.P.
(Print or Type)

Date: 6/25/2010

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 9-28-10

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

Between

Illinois Bell Telephone Company (Ameritech Illinois)

and

TDS METROCOM

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 (Agreement) is dated as of _____, 2001 by and between **Illinois Bell Telephone Company ("AMERITECH-ILLINOIS"),** and, TDS Metrocom ("CLEC") (a Delaware corporation), shall apply to the state(s) of Illinois,

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users in the states which are subject to this Agreement; and

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 as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where **AMERITECH-ILLINOIS** is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and **AMERITECH-ILLINOIS** 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

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

1.1 This Agreement sets forth the terms, conditions and prices under which **AMERITECH-ILLINOIS** agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to **AMERITECH-ILLINOIS'** network and compensation for the transport and termination of telecommunications.

1.2 The Network Elements or Resale Services provided pursuant to this Agreement may be connected to other Network Elements or Resale Services provided by **AMERITECH-ILLINOIS** or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete relocate or modify the Resale Services, Network Elements purchased hereunder.

1.3 Except as provided in this Agreement, during the term of this Agreement, **AMERITECH-ILLINOIS** will not discontinue, as to CLEC, any Network Element, or Ancillary Functions offered to CLEC hereunder. This Section is not intended to impair **AMERITECH-ILLINOIS'** ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements or Ancillary Functions made by **AMERITECH-ILLINOIS** to CLEC as set forth in the terms of this Agreement.

1.4 **AMERITECH-ILLINOIS** may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

1.5 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.

1.6 Unless otherwise provided in the Agreement, **AMERITECH-ILLINOIS** will perform all of its obligations concerning its offering of Resale Services and Unbundled Network Elements under this Agreement throughout the entire service area where **AMERITECH-ILLINOIS** is deemed to be the Incumbent Local Exchange Carrier under the Act.; provided, that **AMERITECH-ILLINOIS'** obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas**.** provided, that **AMERITECH-ILLINOIS'** obligations to provide Ancillary

Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas**.**

2. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.1 GENERAL DEFINITIONS

2.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

2.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

2.1.4 **"Access Service Request"** (**ASR**) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.1.5 **"Advanced Services"** means intrastate or Interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **AMERITECH-ILLINOIS** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

2.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,

2.1.5.2 x.25-based and x.75-based packet technologies, or

2.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

2.1.6 **"Affiliate"** is As Defined in the Act.

2.1.7 **"Alternate Billing Service (ABS)"** means a service that allows End Users 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.

2.1.8-2.1.11 Not Used

2.1.12 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.

2.1.13 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, 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.

2.1.14 **"As Defined in the Act"** means as specifically defined by the Act.

2.1.15 **"As Described in the Act"** means as described in or required by the Act.

2.1.16 **"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.

2.1.17 **"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.

2.1.18 **"Bona Fide Request"** (**BFR**) is the process described in the applicable Appendix UNE.

2.1.19 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.

2.1.20 **"Busy Line Verification"** (**BLV**) means a service whereby an End User requests an operator to confirm the busy status of a line.

2.1.21 **"CABS"** means the Carrier Access Billing System.

2.1.22 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

2.1.23 **"Calling Name Database"** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

2.1.24 **"Calling Name Delivery Service (CNDS)"** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

2.1.25 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.

2.1.26 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

2.1.27 **"Calling Party Number"** (**CPN**) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

2.1.28 **"Centralized Message Distribution System"** (**CMDS**) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

2.1.29 **"Central office switch"** (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:

2.1.29.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

2.1.29.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

2.1.30 **"CNAM Query"** means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

2.1.31 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

2.1.32 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation.

2.1.33 **"Commercial Mobile Radio Services"** (**CMRS**) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

2.1.34 **"Commission"** means the **Illinois Commerce Commission (ICC)**

2.1.35 **"Common Channel Signaling"** (**CCS**) means an out-of-band, packet-switched, 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. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

2.1.36 **"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.

2.1.37 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

2.1.38 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments,

message units, or otherwise, that is recorded by **AMERITECH-ILLINOIS** and forwarded to CLEC.

2.1.39 **"Custom Local Area Signaling Service Features"** (**CLASS Features**) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

2.1.40 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.1.41 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

2.1.42 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.1.42.3 any Force Majeure Event.

2.1.43 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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

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

2.1.44.2 **"Digital Signal Level 1"** (**DS-1**) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.1.44.3 **"Digital Signal Level 3"** (**DS-3**) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.1.45 **"Digital Subscriber Line"** (**DSL**) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

2.1.46 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

2.1.47 **"Enhanced Service Provider"** (**ESP**) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

2.1.48 **"Exchange Access"** is As Defined in the Act.

2.1.49 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.1.50 **"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.

2.1.51 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

2.1.52 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

2.1.53 **"Feature Group D"** (**FG-D**) 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's use in originating and terminating communications.

2.1.54 **"FCC"** means the Federal Communications Commission.

2.1.55 **"Foreign Exchange"** (**FX**) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

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

2.1.57 **"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.

2.1.58 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

2.1.59 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

2.1.60 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

2.1.61 **"Interconnection"** is As Defined in the Act.

2.1.62 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.1.63 **"InterLATA"** is As Defined in the Act.

2.1.64 **"Intermediate Distribution Frame"** (**IDF**) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

2.1.65 **"Internet Service Provider"** (**ISP**) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.1.66 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

2.1.67 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

2.1.68 **"Line Information Data Base"** (**LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

2.1.69 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

2.1.70 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

2.1.71 **"Local Access Transport Area"** (**LATA**) is As Defined in the Act.

2.1.72 **"Local Exchange Carrier"** (**LEC**) is As Defined in the Act.

2.1.73 **"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.

2.1.74 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.

2.1.75 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

2.1.76 **"Location 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.

2.1.77 **"Local Service Provider"** (**LSP**) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

2.1.78 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

2.1.79 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

2.1.80 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document,

published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

2.1.81 **"Meet-Point Billing"** (**MPB**) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

2.1.82 **"Meet-Point Trunks/Trunk Groups"** (**MPTGs**) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

2.1.83 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

2.1.84 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

2.1.85 **"Network Data Mover"** (**NDM**) is an industry standard protocol for transferring information electrically.

2.1.86 **"Network Element"** is As Defined in the Act.

2.1.87 **"North American Numbering Plan"** (**NANP**) A numbering architecture 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.

2.1.88 **"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 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 are NPAs in the N00 format, e.g., 800.

2.1.89 **"Number Portability"** is As Defined in the Act.

2.1.90 **"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.

2.1.91 **"Ordering and Billing Forum"** (**OBF**) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

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

2.1.93 **"Party"** means either CLEC or the **SBC**-owned ILEC; use of the term "Party" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the **SBC**-owned ILEC**;** use of the term "Parties" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.

2.1.94 **"Permanent Number Portability"** (**PNP**) is a long term method of providing LNP using LRN.

2.1.95 **"Point of Interconnection"** (**POI**) is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

2.1.96 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

2.1.97 **"Rate Center Area"** means the following in each applicable area:

2.1.97.1 **<u>AMERITECH-ILLINOIS</u>**

2.1.97.1.1 "Rate Center" means the specific geographic point 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.

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

21.99 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

2.1.100 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.1.101 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means Illinois Bell Telephone Company, the applicable SBC owned ILEC(s) doing business in Illinois.

2.1.104 Intentionally Omitted.

2.1.105 Intentionally Omitted.

2.1.106 Intentionally Omitted.

2.1.107 **"Service Control Point"** (**SCP**) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

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

2.1.109 **"Service Provider Number Portability"** (**SPNP**) is synonymous with Permanent Number Portability "PNP".

2.1.110 **"Service Switching Point"** (**SSP**) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

2.1.111 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

2.1.112 **"Signal Transfer Point"** (**STP**) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

2.1.113 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

2.1.114 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-o/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

2.1.115 **"State Abbreviation"** means the following:

2.1.115.1 "IL" means Illinois

2.1.121 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.

2.1.122 **"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.

2.1.123 **"Tape Load Facility"** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

2.1.124 **"Telecommunications"** is As Defined in the Act.

2.1.125 **"Telecommunications Carrier"** is As Defined in the Act.

2.1.126 **"Telecommunications Service"** is As Defined in the Act.

2.1.127 **"Telephone Exchange Service"** is As Defined in the Act.

2.1.128 **"Telephone Toll Service"** is As Defined in the Act.

2.1.129 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.

2.1.130 **"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

2.1.131 **"Translation Type"** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

2.1.132 **"Trunk"** means a communication line between two switching systems.

2.1.133 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2.2 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

2.2.1 **"Data Base Administration Center"** (DBAC) means an **AMERITECH-ILLINOIS** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

2.2.2 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in **AMERITECH-ILLINOIS** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **AMERITECH-ILLINOIS** Central Offices.

2.2.3 **"Digital Cross Connect Panel"** (**DSX Panel**) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

2.2.4 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

2.2.5 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

2.2.6 **"Main Distribution Frame"** (**MDF**) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

2.2.7 **"Plain Old Telephone Service"** (**POTS**) means telephone service for the transmission of human speech.

2.2.8 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

2.5 <u>DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY</u>

2.5.1 **"Centralized AMA"** (**CAMA**) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

2.5.2 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

2.6 <u>DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY</u>

2.6.1 **"Automatic Route Selection"** or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

2.6.2 **"Control Office"** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.

2.6.3 **"Enhanced LECLink"** is an customer access service to the national distribution of billing records via Telcordia's Centralized Message Distribution System (CMDS).

2.6.4 **"Integrated Digital Loop Carrier"** 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.

2.6.5 **"Line Side"** refers to the switch port toward the CLEC's side of the equipment.

2.6.6 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the **AMERITECH-ILLINOIS** Serving Wire Center.

2.6.7 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

2.7 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. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without

limitation" and/or "but not limited to." 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. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.0 Effective Date

3.1 This Agreement becomes effective ("Effective Date") (1) when executed by each Party and ten (10) calendar days after the approved by the State Commission under Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4.0 Intervening Law

4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5.0 Term of Agreement

5.1 This Agreement will become effective as of the Effective Date stated above, and will expire on May 1, 2003 (the "Term"). Absent the receipt of a written Notice of Non

Renewal and Request for Negotiation (Non Renewal Notice) from one Party to the other Party , not later than 180 days before the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on or after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4..

5.2 Notwithstanding any other provision of this Agreement, either Party (the "Terminating 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 in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2.; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.

5.3 If pursuant to Section 5.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:

5.4.1 Each Party shall continue to comply with its obligations set forth in Section 52; and

5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.

5.4.3 Each Party's confidentiality obligations shall survive; and

5.4.4 Each Party 's indemnification obligations shall survive.

5.5 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **AMERITECH-ILLINOIS** written confirmation if CLEC wishes to pursue a successor agreement with **AMERITECH-ILLINOIS** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **AMERITECH-ILLINOIS**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **AMERITECH-ILLINOIS** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.6 The rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

5.7 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), CLEC withdraws its Section 252(a)(1) request, CLEC 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 CLEC does not wish to pursue a successor agreement with **AMERITECH-ILLINOIS** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following **AMERITECH-ILLINOIS'** receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the **Commission** of the adoption of an agreement under 252(i) , the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.8 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **AMERITECH-ILLINOIS** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the **SBC**-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90)

calendar days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.9 In the event of termination of this Agreement pursuant to Section 5.8, **AMERITECH-ILLINOIS** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC 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.

6.0 Assignment

6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that **AMERITECH-ILLINOIS** may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of **SBC**, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

6.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

7.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate 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, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION.

8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one party ("the Disclosing Party") or its agent, employee, representative or Affiliate to the other in connection with this Agreement, during negotiations and the term of this Agreement:

8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;"; or

8.1.2 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

8.1.3 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

8.2 <u>Proprietary Information Shall be Held in Confidence</u>

8.2.1 Each Receiving Party agrees that:

(a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

(b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

(c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

8.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

8.3.1 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

8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

8.3.3 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

8.3.4 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 Proprietary Information; or

8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary 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 Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary 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 Proprietary 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 8.4 with respect to all or part of such requirement.

8.4.3 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 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, **AMERITECH-ILLINOIS** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **AMERITECH-ILLINOIS'** activities under the Act if **AMERITECH-ILLINOIS** has provided reasonable prior written notice to CLEC and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary 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 Proprietary 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.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the 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 Derivative 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.

8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this section 8 shall obligate either Party to disclose to the other Party any particular information.

8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 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. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. Liability and Indemnification

9.1 Limitation of Liabilities

9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **AMERITECH-ILLINOIS** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

9.1.2 Except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.1.3 NO CONSEQUENTIAL DAMAGES

NEITHER CLEC NOR **AMERITECH-ILLINOIS** WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), 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 WILL LIMIT **AMERITECH-ILLINOIS'** OR CLECS 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 **AMERITECH-ILLINOIS** OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

9.1.4 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

10. REMEDIES

10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

12.1 Intentionally omitted.

12.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct **("Fault")** of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing

within the scope of their employment, (ii) 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 (iii) 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.

12.3 A Party (the **"Indemnifying Party"**) shall defend, indemnify and hold harmless the other Party **("Indemnified Party")** against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

12.3.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.3.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

12.3.1.2 The foregoing includes any Losses 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 Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

12.3.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and

12.3.1.2.2 no infringement would have occurred without such modification.

12.3.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay 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.

12.4 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

12.4.1 **AMERITECH-ILLINOIS** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **AMERITECH-ILLINOIS**.

12.4.1.1 **AMERITECH-ILLINOIS** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **AMERITECH-ILLINOIS**.

12.4.1.2 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **AMERITECH-ILLINOIS** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **AMERITECH-ILLINOIS** under the vendor contract and the terms of the contract (excluding cost terms). **AMERITECH-ILLINOIS** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

12.4.1.3 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 12.4.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights

relate and apportioned to all requesting carriers using that unbundled network element including **AMERITECH-ILLINOIS**.

12.4.2 **AMERITECH-ILLINOIS** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC'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 CLEC's Network Elements) in **Ameritech-Illinois'** network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. 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 **AMERITECH-ILLINOIS** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.3 **AMERITECH-ILLINOIS** does not and shall not indemnify defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **AMERITECH-ILLINOIS'** network and unbundling and/or combining **AMERITECH-ILLINOIS'** Network Elements (including combining with CLEC's Network Elements) or CLEC';s use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **AMERITECH-ILLINOIS** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.4 Intentionally Omitted

12.4.5 CLEC shall reimburse **AMERITECH-ILLINOIS** for damages to **AMERITECH-ILLINOIS'** facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **AMERITECH-ILLINOIS'** facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by CLEC, its agents or subcontractors or CLEC's End User. Upon reimbursement for damages, **AMERITECH-ILLINOIS** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **AMERITECH-ILLINOIS** for the damages to the extent of such payment.

12.4.6 **AMERITECH-ILLINOIS** shall reimburse CLEC for damages to CLEC's facilities utilized to provide or access Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of **AMERITECH-ILLINOIS**, its agents or subcontractors or SBC 13STATE's End User or resulting from **AMERITECH-ILLINOIS'** improper use of CLEC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by **AMERITECH-ILLINOIS** its agents or subcontractors OR **AMERITECH-ILLINOIS'** End User. Upon reimbursement for damages, CLEC will cooperate with **AMERITECH-ILLINOIS** in prosecuting a claim against the person causing such damage. **AMERITECH-ILLINOIS** shall be subrogated to the right of recovery by CLEC for the damages to the extent of such payment.

12.7 **Obligation to Defend; Notice; Cooperation**

12.7.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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 will have the right to defend against such liability or assertion in which event the Indemnifying Party will 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.

12.7.2 Until such time as Indemnifying Party provides 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.

12.7.3 Upon accepting the defense, 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. So long as the Indemnifying Party is controlling and conducting the defense, 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.

12.8 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.

12.9 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will 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 will be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

12.10 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party.

12.10.1 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

12.10.2 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 Section 8.

13. OSHA STATEMENT

13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed

against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

14.1 The deposit requirements set forth in this Section 14 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 14.2 through 14.10, inclusive.

14.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILECs where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to such **SBC-**owned ILEC prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. Notwithstanding the foregoing, the **SBC**-owned ILEC shall not require an initial deposit from CLEC for a particular state if CLEC is already operating in that state under a predecessor interconnection agreement with an SBC-owned ILEC. However, the preceding sentence shall not be construed to waive the initial deposit if CLEC was required to make a deposit under the predecessor agreement. The deposit required by this Section 14.2 shall be determined as follows:

14.2.1 Not Used.

14.2.2 Not Used.

14.2.3 Subject to external credit check verification and/or financial statement review, **AMERITECH-ILLINOIS** may require two (2) to four (4) months of projected average monthly billings as a deposit.

14.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILEC(s) with which CLEC is doing or has done business as a Local Service Provider, **AMERITECH-ILLINOIS** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 14.1 through Section 14.10 of this Agreement shall continue to apply in each state for the Term . In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC**-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

14.3 Any cash deposit for one state shall be held by **AMERITECH-ILLINOIS** as a guarantee of payment of charges billed to CLEC, provided, however, **AMERITECH-ILLINOIS** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

14.3.1 when **AMERITECH-ILLINOIS** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or

14.3.2 when **AMERITECH-ILLINOIS** suspends CLEC's ability to process orders in accordance with Section 17.7; or

14.3.3 when CLEC files for protection under the bankruptcy laws; or

14.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

14.3.5 when this Agreement expires or terminates; or

14.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **AMERITECH-ILLINOIS** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

14.3.7 For the purposes of this Section 14.3, interest will be calculated as specified in Section 15.1.5.1 and shall be credited to CLEC’s account at the time that the cash deposit is credited to CLEC's account.

14.4 So long as CLEC maintains timely compliance with its payment obligations, **AMERITECH-ILLINOIS** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **AMERITECH-ILLINOIS** reserves the right to require additional deposit(s) in accordance with Section 14.1 and Section 14.5 through Section 14.10.

14.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **AMERITECH-ILLINOIS**, the deposit amount for that state shall be re-evaluated based upon CLEC’s actual billing totals and shall be increased if CLEC’s actual billing average:

14.5.1 for a two (2) to four (4) month period exceeds the deposit amount held.

14.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **AMERITECH-ILLINOIS**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.6.1 for a two (2) to four (4) month period exceeds the deposit amount held.

14.7 Whenever a deposit is re-evaluated as specified in Section 14.5 or Section 14.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("ASBS" is utilized in **AMERITECH-ILLINOIS** region only) and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

14.8 Whenever a deposit is re-evaluated as specified in Section 14.5 and Section 14.6, CLEC shall remit the additional deposit amount to **AMERITECH-ILLINOIS** within thirty (30) calendar days of receipt of written notification from **AMERITECH-ILLINOIS** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **AMERITECH-ILLINOIS** shall begin the process set forth in Section 17 of this Agreement for that state.

14.9 The fact that **AMERITECH-ILLINOIS** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

15. BILLING AND PAYMENT OF RATES AND CHARGES

15.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

15.1.1 Remittance in full of all bills rendered by **AMERITECH-ILLINOIS** is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 15.3 of this Agreement.

15.1.2 Intentionally Omitted.

15.1.3 Intentionally Omitted.

15.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 15.3 of this Agreement.

15.1.5 If either party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Sections 15.1.5.1 as applicable.

15.1.5.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.

15.2 Intentionally Omitted.

15.3 The parties shall make all payments via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by each Party. Remittance information will be communicated together with the funds transfer via the ACH network. The Parties shall use the CCD+ or the CTX transaction set, or such other transaction set as a Party may designate. CLEC and **AMERITECH-ILLINOIS** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received no later than the Bill Due Date of each bill or Late Payment Charges will apply. **Neither Party** shall be liable for any delays in receipt of funds or errors in entries caused by the other party or Third Parties, including the receiving Party's financial institution. Each Party is responsible for its own banking fees.

15.4 If any portion of an amount due to a Party (the **"Billing Party"**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 16.3.4. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

15.5 Failure by the Non-Paying Party to pay any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the

Billing Party within the time specified in the order shall be considered a breach of this Agreement.

15.6 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

16. DISPUTE RESOLUTION

16.1 **Finality of Disputes**

16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

16.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

16.1.3 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 **Commencing Dispute Resolution**

16.2.1 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. There are three (3) separate Dispute Resolution methods:

16.2.1.1 Service Center;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution,
each of which is described below.

16.3 LSC/Service Center/LEC-C Dispute Resolution

The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

16.3.1 If the written notice given pursuant to Section 15.4 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the dispute shall first be referred to the appropriate service center; for resolution. In order to resolve a billing dispute, CLEC shall furnish **AMERITECH-ILLINOIS** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.

16.3.2 The Parties shall attempt to resolve Disputed Amounts appearing on **AMERITECH-ILLINOIS'** current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 16.3.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **AMERITECH-ILLINOIS** will notify CLEC of the status of the dispute and the expected resolution date.

16.3.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **AMERITECH-ILLINOIS** will notify CLEC of the status of the dispute and the expected resolution date.

16.3.4 Any notice of Disputed Amounts given by **AMERITECH-ILLINOIS** to CLEC pursuant to Section 16.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information)

questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **AMERITECH-ILLINOIS** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **AMERITECH-ILLINOIS**, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **AMERITECH-ILLINOIS** of the status of the dispute and the expected resolution date.

16.3.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 16.3, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 16.4 of this Agreement.

16.4 **Informal Resolution of Disputes**

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.3 or Section 16.4., 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. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation 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.

16.5 **Formal Resolution of Disputes**

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the

Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 **Arbitration**

16.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Chicago, Illinois, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. TERMINATION OF SERVICE TO CLEC

17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, 17.4 and 17.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 17.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

17.2 Failure of CLEC to pay charges or by the due date provide reasonably specific notice of any disputed charges, (Unpaid Charges), may be grounds for disconnection of Interconnection, Resale Services, network Elements, functions, facilities, products and services furnished under this Agreement. If CLEC fails to pay by the Bill Due Date, any and all charges billed to them under this Agreement, including any Late

Payment Charges or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

17.3 Intentionally Omitted

17.4 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.

17.5 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (30 calendar days from the due date of such unpaid charges), **AMERITECH-ILLINOIS** will notify CLEC, the appropriate commission(s) and the end user's IXC(s) of Record in writing, that unless all charges are paid within thirty (30) calendar days, CLEC's service may be disconnected and CLEC's end users may be switched to another provider's local service as directed by the commission. **AMERITECH-ILLINOIS** may also suspend order acceptance at this time.

17.6 **AMERITECH-ILLINOIS** may discontinue service to CLEC upon failure to pay undisputed charges only as provided in this section, and will have no liability to CLEC in the event of such disconnection.

17.7 After disconnect procedures have begun, **AMERITECH-ILLINOIS** will not accept service orders from CLEC until all unpaid, undisputed charges are paid. **AMERITECH-ILLINOIS** will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from **AMERITECH-ILLINOIS**) prior to resuming service to CLEC after disconnect for nonpayment.

17.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate **AMERITECH-ILLINOIS** to continue to provide service to any such end users or to limit any and all disconnection rights **AMERITECH-ILLINOIS** may have with regard to such end users.

17.9 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, dispute any portion of the Unpaid Charges CLEC shall pay the undisputed portion of the charges, and follow the procedures set forth in Section 16.3 with respect to the disputed portion of the charges.

17.10 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 16.

17.11 **SBC-AMERITECH region only**

17.11.1. Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

17.11.2 assess a late payment charge and where appropriate, a dishonored check charge;

17.11.3 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

17.11.4 refuse to accept new, or complete pending, orders; and/or

17.11.5 discontinue service.

17.11.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

17.11.7 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

17.11.8 Sections 17.11.4 and 17.11.5 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark

17.11.9 Once disconnection has occurred, additional charges may apply.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission;

provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CLEC:

Shane T. Kaatz
Manager Carrier Relations
TDS Metrocom
1212 Deming Way, Suite 350
Madison, WI 53717

18.3 If to **AMERITECH-ILLINOIS**:

Contract Administration
ATTN: Notices Manager
Four Bell Plaza, 9th Floor
311 S. Akard Street
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party

and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

19.3 If either Party is audited by a taxing authority or other governmental entity 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.

19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.

19.5 If applicable law excludes or exempts a purchase of 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 (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

19.6 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.

19.7 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, 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.

19.8 With respect to any Tax or Tax controversy covered by this **Section 19**, the purchasing 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. The purchasing Party will ensure that no lien is attached to any asset of the providing 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.

19.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display

the other'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. This does not prohibit the use of valid comparison advertising.

21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.

22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

22.3 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 shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

22.4 The Parties 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, including any disruption or loss of service to the other Party's End Users.

22.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-ILLINOIS** the parties agree to the following:

22.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

22.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-ILLINOIS'** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

22.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

23.1 **AMERITECH-ILLINOIS** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 **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 a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 **Subpoenas**

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

23.1.3 **Law Enforcement Emergencies**

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. CHANGES IN SUBSCRIBER CARRIER SELECTION

24.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. 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 LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will

be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. 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. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

25.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 16.

26. INTENTIONALLY OMITTED.

27. GENERAL RESPONSIBILITIES OF THE PARTIES

27.1 Intentionally Omitted

27.2 **AMERITECH-ILLINOIS** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

27.3 Each Party is individually 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 in the standard format as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for

participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

27.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

27.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

27.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

27.7 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:

27.7.1 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.

27.7.2 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.

27.7.3 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.

27.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in

Sections 27.7 through 27.7.3 of this Agreement provided that a Party may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.

27.7.5 The Parties agree that companies affording the insurance coverage required under Section 27.7 shall have a rating of B+ or better and a Financial Size Category rating of VII 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.

27.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

27.7.7 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:

27.7.7.1 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

27.7.7.2 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

27.7.7.3 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.

27.7.8 This Section 27.7 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.

27.8 Upon CLEC signature of this Agreement, CLEC shall provide **AMERITECH-ILLINOIS** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

27.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a **"CLEC Change"**), CLEC shall submit written notice to **AMERITECH-ILLINOIS** within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **AMERITECH-ILLINOIS** for the costs to be incurred by **AMERITECH-ILLINOIS** to make the CLEC Change to the applicable **AMERITECH-ILLINOIS** databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate **AMERITECH-ILLINOIS** for any service order charges and/or service request charges associated with such CLEC Change. **AMERITECH-ILLINOIS'** agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

27.10 When a End User changes its service provider from **AMERITECH-ILLINOIS** to CLEC or from CLEC to **AMERITECH-ILLINOIS** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

27.10.1 The following pertains to **AM-IL** region only:

27.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

27.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to

delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27.12 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.

28. AUTHORITY

28.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

28.2 Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that **SBC**-owned ILEC. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

28.3 CLEC represents and warrants 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. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

29. BINDING EFFECT

29.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

30. CONSENT

30.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

31. EXPENSES

31.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

31.2 **AMERITECH-ILLINOIS** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

32. HEADINGS

32.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

33. RELATIONSHIP OF PARTIES/INDEPENDANT CONTRACTOR

33.1 Each Party is an independent contractor, and has and hereby retains the right 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.

33.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. 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.

34. CONFLICT OF INTEREST

34.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

35. MULTIPLE COUNTERPARTS

35.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

36. THIRD PARTY BENEFICIARIES

36.1 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 and will not be construed to 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.

37. REGULATORY APPROVAL

37.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

37.2 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. The Parties believe in good faith and agree that the services to be provided under this Agreement

are in the public interest. 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.

38. REGULATORY AUTHORITY

38.1 **AMERITECH-ILLINOIS** will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with **AMERITECH-ILLINOIS** in obtaining and maintaining any required approvals for which **AMERITECH-ILLINOIS** is responsible, and **AMERITECH-ILLINOIS** will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

38.2 No Tariff filing will supercede any provision of this agreement. This Section is not intended to apply to any **AMERITECH-ILLINOIS** tariffs or filings which do not affect CLEC's rights or **AMERITECH-ILLINOIS'** obligations to CLEC under this Agreement. This Section does not impair **AMERITECH-ILLINOIS'** right to file tariffs nor does it impair **AMERITECH-ILLINOIS'** right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that **AMERITECH-ILLINOIS** provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Appendix: Resale, nor does it impair CLEC' right to contest such tariffs before the appropriate Commission.

38.3 **AMERITECH-ILLINOIS** shall comply with tariff notification requirements of Section 13-505 of the Illinois Public Utility Act, 220 ILCS 5/13-505 and 83 Ill. Admin Code 745, as they are amended from time to time.

39. COMPLIANCE AND CERTIFICATION

39.1 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.

39.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

39.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

39.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

40. AUDITS

40.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement **("service start date")** 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. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) 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.

40.1.1 The scope of the audit shall be limited to 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 service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30)

calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

40.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

40.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

40.1.4 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.

40.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) 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 the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.5.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar 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.

40.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

40.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

41. COMPLETE TERMS

41.1 The terms contained in this Agreement and any 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.

42. COOPERATION ON PREVENTING END USER FRAUD

42.1 Neither party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

42.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

42.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

42.4 **AMERITECH-ILLINOIS** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **AMERITECH-ILLINOIS** will provide via fax.

42.4.1 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.

42.4.2 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

42.4.3 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

43. NOTICE OF NETWORK CHANGES

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 provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks, in compliance 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"**).

44. GOOD FAITH PERFORMANCE

44.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the

resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

45. INTENTIONALLY OMITTED.

46. INTENTIONALLY OMITTED.

47. GOVERNMENTAL COMPLIANCE

47.1 CLEC and **AMERITECH-ILLINOIS** each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and **AMERITECH-ILLINOIS** each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, **AMERITECH-ILLINOIS** , at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for **AMERITECH-ILLINOIS** to provide the Network Elements and Resale services pursuant to this Agreement.

48. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

48.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “Hazardous Substances” includes those substances:

48.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

48.1.2 listed by any governmental agency as a hazardous substance.

48.2 CLEC will in no event be liable to **AMERITECH-ILLINOIS** for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. **AMERITECH-ILLINOIS** will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and

expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that **AMERITECH-ILLINOIS**, its contractors or agents introduce to the work locations or (ii) the presence or Release of any Environmental Hazard for which **AMERITECH-ILLINOIS** is responsible under Applicable Law.

48.3 **AMERITECH-ILLINOIS** will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **AMERITECH-ILLINOIS** did not introduce to the affected work location. CLEC will indemnify, defend (at **AMERITECH-ILLINOIS'** request) and hold harmless **AMERITECH-ILLINOIS**, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

49. SUBCONTRACTING

49.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or 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 will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

50. REFERENCED DOCUMENTS

50.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any

amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

50.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

50.3 Tariff References

50.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

50.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

50.4 Conflict in Provisions

50.4.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

50.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

50.5 Joint Work Product

50.5.1 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.

51. SEVERABILITY

51.1 Subject to the provisions set forth in Section 4 of the general Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, 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, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

51.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service.

52. SURVIVAL OF OBLIGATIONS

52.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

53. GOVERNING LAW

53.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State

of Illinois, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Chicago, Illinois, and waive any and all objection to any such venue.

54. PERFORMANCE CRITERIA

54.1 Specific provisions governing failure to meet Performance Criteria are contained in APPENDIX PERFORMANCE MEASUREMENTS.

55. INTENTIONALLY OMITTED

56. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

56.1 Subject to the conditions and limitations specified in Paragraph 43 of the **SBC**-Merger Conditions[1], **AMERITECH-ILLINOIS** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Service Area within any other **SBC** state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), by **SBC** (that at all times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC** is a party.

56.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

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[1] *See* the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

56.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 56 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

57. APPENDICES INCORPORATED BY REFERENCE

APPENDICES INCORPORATED BY REFERENCE

ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
AMERITECH-ILLINOIS- shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

COLLOCATION -- SECTION 251(c)(6)
Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

DATABASE ACCESS

AMERITECH-ILLINOIS shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference.

DIALING PARITY; INTERIM AND PERMANENT NUMBER PORTABILITY
The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act. **AMERITECH-ILLINOIS** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

BRANDING
Specific provisions concerning the branding of services provided to CLEC by **AMERITECH-ILLINOIS** under this Agreement are contained in the following Appendices to this Agreement: Appendix: Resale; Appendix OS-; and Appendix DA-;.

RESALE
AMERITECH-ILLINOIS shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

UNBUNDLED NETWORK ELEMENTS
Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, **AMERITECH-ILLINOIS** will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. Specific Provisions concerning Unbundled Network Elements are addressed in Appendix Unbundled Network Elements, and other applicable Appendices.

OSS AND COMPREHENSIVE BILLING
In connection with its Resale of services and furnishing Unbundled Network Elements to CLEC, **AMERITECH-ILLINOIS** agrees to provide to CLEC OSS, and Billing pursuant to the terms specified in Appendix OSS.

INTERCONNECTION TRUNKING REQUIREMENTS
AMERITECH-ILLINOIS shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(C)(2)
AMERITECH-ILLINOIS shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5).
The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

AIN
One or more of the ILECs making up **SBC** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible,

AMERITECH-ILLINOIS will provide CLEC with access to **Ameritech-Illinois'** Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

DIRECTORY ASSISTANCE (DA)
AMERITECH-ILLINOIS will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

HOSTING
AMERITECH-ILLINOIS shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **Ameritech-Illinois'** internal network or the nationwide CMDS network pursuant to the applicable Appendix Hosting, which is/are attached hereto and incorporated herein by reference.

OPERATOR SERVICES (OS)
AMERITECH-ILLINOIS shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

Signaling System 7 Interconnection
At CLEC's request, **AMERITECH-ILLINOIS** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

COMPENSATION FOR DELIVERY OF TRAFFIC
The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

ANCILLARY FUNCTIONS
Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. **AMERITECH-ILLINOIS** agrees to provide Ancillary Functions to CLEC as set forth in Appendices: Collocation and ROW.

58. CUSTOMER INQUIRIES

58.1 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.

58.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 58.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

59. DISCLAIMER OF WARRANTIES

59.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER 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. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

60. NO WAIVER

60.1 CLEC's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

61. OTHER REQUIREMENTS AND APPENDICES

61.1 This Agreement incorporates a number of listed Appendices which, together with their associated Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

62.2 Appended to this Agreement and incorporated herein are the Appendices . To the extent that any definitions, terms or conditions in any given Appendix differ from those contained in the main body of this Agreement, those definitions, terms or

conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Appendix contains a term length that differs from the term length in the main body of this Agreement, the term length of that Appendix will control the length of time that services or activities are to occur under the Appendix, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Appendix.

TDS METROCOM

Signature: _____

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President
(Print or Type)

Date: 9/18/01

AMERITECH-ILLINOIS by SBC its Authorized Agent

Signature: _____

Name: **O. R. Stanley**

Title: President - Industry Markets

Date: SEP 2 1 2001

AECN/OCN# _____
(Facility Based – if applicable)

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

2. DESCRIPTION

2.1 Intentionally Omitted

2.2 **AMERITECH-ILLINOIS**' 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **AMERITECH-ILLINOIS** does not, either through a tariff or contract, provide Resp Org service.

2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

2.4 Access to the Toll Free Calling Database allows CLEC to access **AMERITECH-ILLINOIS**' 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.6 There are three optional features available with 800 service:

2.6.1 Designated 10-Digit Translation;

2.6.2 Call Validation; and

2.6.3 Call Handling and Destination.

2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **AMERITECH-ILLINOIS** will deliver the designated 10-digit number.

2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **AMERITECH-**

ILLINOIS region) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

3.1 CLEC may obtain access to toll free calling database services from other providers, and is not obligated by this Appendix to use any such services of **AMERITECH-ILLINOIS**.

3.2 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.

3.3 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

3.4 CLEC shall address its queries to **AMERITECH-ILLINOIS**' database to the alias point code of the STP pair identified by **AMERITECH-ILLINOIS**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **AMERITECH-ILLINOIS** to properly process queries to its 800 database.

3.5 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the

U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

3.6 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **AMERITECH-ILLINOIS**' CCS/SS7 network and its 800 database. CLEC further agrees that **AMERITECH-ILLINOIS**, at its sole discretion, may employ certain automatic and/or manual overload controls within **AMERITECH-ILLINOIS**' CCS/SS7 network to guard against these detrimental effects. Protective controls will be applied in a non-discriminatory manner so as not to favor **AMERITECH-ILLINOIS** or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other. **AMERITECH-ILLINOIS** shall report to CLEC any instances where overload controls are invoked. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation when caused by CLEC's CCS/SS7 network.

3.7 During periods of 800 database system congestion, **AMERITECH-ILLINOIS** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **AMERITECH-ILLINOIS**' 800 database. The automatic code gapping procedure used by **AMERITECH-ILLINOIS** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **AMERITECH-ILLINOIS**' 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **AMERITECH-ILLINOIS**' 800 database. **AMERITECH-ILLINOIS** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.8 Prior to **AMERITECH-ILLINOIS** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **AMERITECH-ILLINOIS**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **AMERITECH-ILLINOIS** shall notify CLEC of **AMERITECH-ILLINOIS**'

intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. If **AMERITECH-ILLINOIS** is already providing the service described in this Appendix to CLEC under a predecessor agreement, the preceding sentence shall not apply.

3.9 **AMERITECH-ILLINOIS** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069

3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **AMERITECH-ILLINOIS**' Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **AMERITECH-ILLINOIS** after a query to **AMERITECH-ILLINOIS**' Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

3.12 **AMERITECH-ILLINOIS** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where **AMERITECH-ILLINOIS** is the incumbent local exchange carrier. CLEC agrees that any other use of **AMERITECH-ILLINOIS**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **AMERITECH-ILLINOIS**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquires for the elements described herein shall be directed to:

For **AMERITECH-ILLINOIS** - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the **AMERITECH-ILLINOIS** region.

4.2 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commission ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **AMERITECH-ILLINOIS**)

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **AMERITECH-ILLINOIS**).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **AMERITECH-ILLINOIS** and 800 Database Vertical Feature in **AMERITECH-ILLINOIS**).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **AMERITECH-ILLINOIS**' database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

1.1 Description of Subject Area And Issuing Organization	Document Number
1.1.1 Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1	TR-NWT-000271
1.1.1.2	TR-NWT-000533
1.1.2 Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1	TP 76638
1.1.2.2	TR-NWT-00095

APPENDIX COLLOCATION

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APPENDIX COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

2. DEFINITIONS

2.1 **"Active Central Office Space"** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.

2.2 **"Adjacent Structure"** is a Collocator provided structure placed on **AMERITECH-ILLINOIS** property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 Intentionally Omitted.

2.4 **"Augment"** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.

2.5 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's dedicated collocation space in which a Collocator may install its telecommunications equipment.

2.6 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.7 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding the Collocator's dedicated space as well as the space dedicated to Collocators.

2.8 Intentionally Omitted.

2.9 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in **AMERITECH-ILLINOIS**.

2.10 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).

2.11 **"Dedicated Collocation Space"** is the space dedicated for the Collocator's physical collocation arrangement located within a **AMERITECH-ILLINOIS** Eligible Structure.

2.12 **"Delivery Date"** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in **AMERITECH-ILLINOIS**.

2.13 **"Eligible Structure"** is (1) a **AMERITECH-ILLINOIS** central office, serving wire center or tandem office, or (2) a building or similar structure, or a portion of a building or similar structure, owned or leased by **AMERITECH-ILLINOIS** that houses its network facilities, or (3) a structure that houses **AMERITECH-ILLINOIS** transmission facilities on public or private rights-of-way or easements.

2.14 Intentionally omitted.

2.15 **"Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in **AMERITECH-ILLINOIS**.

2.16 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.16.1 **Infrastructure Systems -** Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.17 **"Interconnector's Collocation Services Handbook"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from **AMERITECH-ILLINOIS**. The document also provides information about **AMERITECH-ILLINOIS**' collocation processes and requirements and is located on the CLEC website (https://clec.sbc.com/).

2.17.1 **AMERITECH-ILLINOIS** provides similar information at a website (http://tcnet.ameritech.com/).

2.18 "**Non Standard Collocation Request (NSCR)**" in **AMERITECH-ILLINOIS**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.19 **"Occupancy date"** the date that **AMERITECH-ILLINOIS** may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.

2.20 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.21 "**Premises**" means **AMERITECH-ILLINOIS'** central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by **AMERITECH-ILLINOIS** that house its network facilities; all structures that house **AMERITECH-ILLINOIS** facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by **AMERITECH-ILLINOIS** that is adjacent to these central offices, wire centers, buildings and structures.

2.22 **"Preparation Charges"** are the charges applicable to the preparation of **AMERITECH-ILLINOIS** Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

2.23 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **AMERITECH-ILLINOIS** responsibility for the provisioning of service ends.

2.24 Intentionally omitted.

2.25 **"Shared Physical Collocation Cage"** is a caged dedicated collocation space that is shared by two or more Collocators within the **AMERITECH-ILLINOIS'** Eligible Structure.

2.27 **Technically Feasible -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **AMERITECH-ILLINOIS'** Eligible Structures that such an arrangement is technically feasible.

2.28 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by **AMERITECH-ILLINOIS** personnel and/or occupied by or reserved for **AMERITECH-ILLINOIS** network equipment including affiliates and 3rd parties. May also be used to denote space which has become available pursuant to Section 3.7.6. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)

2.29 "**Virtual Collocation**" is as defined by 47 C.F.R. 51.5 and 47 C.F.R. 51.323.

3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Tariffs in California, Texas, Connecticut, Illinois, Michigan, Wisconsin or the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

3.2 Nothing in this agreement requires **AMERITECH-ILLINOIS** to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that

AMERITECH-ILLINOIS may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with **AMERITECH-ILLINOIS'** network. **AMERITECH-ILLINOIS** may require Collocator's employees to undergo the same level of security training, or its equivalent, that **AMERITECH-ILLINOIS'** own employees, or third party contractors providing similar functions must undergo; provided that **AMERITECH-ILLINOIS** may not require Collocator's employees to receive such training from **AMERITECH-ILLINOIS** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

3.3 Submission to State Commission

3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, **AMERITECH-ILLINOIS** and parties shall submit it to the State commission for the State in which Collocator desires physical collocation as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

3.4 Failure to Receive Approval

3.4.1 In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, **AMERITECH-ILLINOIS** and parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, **AMERITECH-ILLINOIS** shall consider an application for collocation space

submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **AMERITECH-ILLINOIS**. To the extent that **AMERITECH-ILLINOIS** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by **AMERITECH-ILLINOIS**.

3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which **AMERITECH-ILLINOIS** will provide the CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which **AMERITECH-ILLINOIS** must advise the CLEC if space is available for the Collocation arrangement requested.

4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, **AMERITECH-ILLINOIS** will provide physical collocation to CLEC for the purpose of interconnecting with **AMERITECH-ILLINOIS'** network or for obtaining access to **AMERITECH-ILLINOIS** 's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. **AMERITECH-ILLINOIS'** physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

4.1.1.1 In the **AMERITECH-ILLINOIS'**, CLEC may apply for Caged Physical Collocation in initial and subsequent increments of 50 square feet. The caged serving arrangement is an area designated by **AMERITECH-ILLINOIS** within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment.

AMERITECH-ILLINOIS will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **AMERITECH-ILLINOIS** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a **AMERITECH-ILLINOIS** premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **AMERITECH-ILLINOIS** shall provide CLEC Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A CLEC may request that **AMERITECH-ILLINOIS** provide Shared Caged Collocation via a new request for Physical Collocation whereby the CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space (**"New Shared Collocation"**) or a request by CLEC to enter into a sublease arrangement with another Resident Collocators(s) in CLEC's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **Ameritech-Illinois'** single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (including Resident Collocator(s) and the

Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC Resident Collocators shall request New Shared Collocation from **AMERITECH-ILLINOIS** in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **AMERITECH-ILLINOIS** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. **AMERITECH-ILLINOIS** will prorate the Preparation Charges incurred by **AMERITECH-ILLINOIS** to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as

provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **AMERITECH-ILLINOIS** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **AMERITECH-ILLINOIS** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AMERITECH-ILLINOIS** as a third party beneficiary of such agreement.

CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

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

4.1.2.1.4 The Primary Collocator represents and warrants to **AMERITECH-ILLINOIS** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **5.1** and which is necessary to Interconnect with

AMERITECH-ILLINOIS or for access to **Ameritech-Illinois'** unbundled Network Elements. **AMERITECH-ILLINOIS** shall provide CLEC access to **Ameritech-Illinois'** unbundled Network Elements and permit CLEC to Interconnect its network with **AMERITECH-ILLINOIS** from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and **AMERITECH-ILLINOIS** shall have no obligation to provide CLEC's Resident Collocators access to **Ameritech-Illinois'** unbundled Network Elements or **Ameritech-Illinois'** network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **AMERITECH-ILLINOIS**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CLEC agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **AMERITECH-ILLINOIS** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. **AMERITECH-ILLINOIS** shall bill the new Primary Collocator any applicable charges to change **Ameritech-Illinois'** records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **AMERITECH-ILLINOIS** will allow CLEC to collocate in any unused space (space that is vacant and does not contain **AMERITECH-ILLINOIS** equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that **AMERITECH-ILLINOIS**, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in **Ameritech-Illinois'** Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. **AMERITECH-ILLINOIS** will designate the space to be used for cageless collocation. **AMERITECH-ILLINOIS** may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, **AMERITECH-ILLINOIS** must permit CLEC to have direct access to CLEC's equipment.

4.1.3.1.1 Collocator will install their own bay(s) by an **AMERITECH-ILLINOIS** Approved Vendor. **AMERITECH-ILLINOIS** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.1.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.1.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.1.3.1.4 **AMERITECH-ILLINOIS** prefers that the equipment mounted in the bay be flush mounted

with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.1.3.2 **AMERITECH-ILLINOIS** may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to CLEC, in lieu of direct connection to **AMERITECH-ILLINOIS'** network if technically feasible. In addition, **AMERITECH-ILLINOIS** may not require CLEC to collocate in a room or isolated space, separate from **AMERITECH-ILLINOIS'** own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. **AMERITECH-ILLINOIS** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **AMERITECH-ILLINOIS** equipment in its own cage, and other reasonable security measures examples of which are described herein. **AMERITECH-ILLINOIS** may utilize reasonable segregation requirements that do not impose additional cost on CLEC.

4.1.3.3 **AMERITECH-ILLINOIS** must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. **AMERITECH-ILLINOIS** will prorate the charge for site conditioning and preparation undertaken to make site usable for collocation so that each collocator will pay only the portion of the preparation and conditioning costs in the same ratio that its collocation space bears to the entire amount of space prepared and conditioned.

4.1.4 Adjacent Structure Collocation

4.1.4.0 Legitimately Exhausted–

4.1.4.0.1 When all space in **AMERITECH-ILLINOIS'** Premises that can be used or is useful to locate telecommunications equipment in

any of the methods of physical collocation available is exhausted or completely occupied the premises will be considered legitimately exhausted. Before **AMERITECH-ILLINOIS** may make a determination that space is legitimately exhausted, **AMERITECH-ILLINOIS** must have removed all unused obsolete equipment from the Premises and made such space available for collocation; however, removal of the equipment shall not cause an unreasonable delay in **AMERITECH-ILLINOIS**' response to CLEC's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution by the Commission.

4.1.4.1 When space is legitimately exhausted inside an **AMERITECH-ILLINOIS** Eligible Structure, **AMERITECH-ILLINOIS** will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts, or similar structures such as those used by **AMERITECH-ILLINOIS** to house telecommunications equipment) to the extent technically feasible. **AMERITECH-ILLINOIS** will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. CLEC will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **AMERITECH-ILLINOIS** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements, provided that such reservation shall be administered on a non-discriminatory basis. **AMERITECH-ILLINOIS** will assign the location of the Designated Space where the Adjacent Structure will be placed.

4.1.4.2 When requested, **AMERITECH-ILLINOIS** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and

up to 200 AMPS of DC power to the Adjacent Structure up to 200 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, **AMERITECH-ILLINOIS** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with CLEC. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. **AMERITECH-ILLINOIS** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **AMERITECH-ILLINOIS** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **AMERITECH-ILLINOIS** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB or NSCR). When CLEC requests a particular collocation arrangement, the CLEC is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC Dedicated Space. If **AMERITECH-ILLINOIS** refuses to provide a collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **AMERITECH-ILLINOIS** Approved Vendor will be permitted access to the **AMERITECH-ILLINOIS** Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **AMERITECH-ILLINOIS** Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to **AMERITECH-ILLINOIS'** Battery Distribution Fuse Bay (BDFB) or Power Plant,

whichever is applicable. Check sections 10.5.4 and 10.6 of this appendix for further requirements.

4.4 **AMERITECH-ILLINOIS** shall permit Collocator to place its own connecting transmission facilities within **AMERITECH-ILLINOIS'** Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AMERITECH-ILLINOIS**, subject to safety limitations as set out in Section 6.10.

4.5 **AMERITECH-ILLINOIS** shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same **AMERITECH-ILLINOIS** wire center provided the Collocators are interconnected with **AMERITECH-ILLINOIS** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.5.1 **AMERITECH-ILLINOIS** will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. **AMERITECH-ILLINOIS** shall permit Collocator's **AMERITECH-ILLINOIS** Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **AMERITECH-ILLINOIS** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AMERITECH-ILLINOIS**.

4.7 CLEC shall not have access to **AMERITECH-ILLINOIS'** Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, **AMERITECH-ILLINOIS** may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, **AMERITECH-ILLINOIS** may only impose security arrangements that are as stringent as the security arrangements that **AMERITECH-ILLINOIS** maintains at its own premises for its own employees or authorized contractors. **AMERITECH-ILLINOIS** must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in **AMERITECH-ILLINOIS** Eligible Structures without requiring either a security escort of any kind or delaying a CLEC's employees' entry into **AMERITECH-ILLINOIS'** Eligible Structure. Reasonable security measures that **AMERITECH-ILLINOIS** may adopt include, but are not limited to, the following:

4.7.1 Installing security cameras or other monitoring systems; or

4.7.2 Requiring CLEC personnel to use badges with computerized tracking systems; or

4.7.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that **AMERITECH-ILLINOIS'** own employees, or third party contractors providing similar functions, must undergo; provided, however, that **AMERITECH-ILLINOIS** may not require CLEC employees to receive such training from **AMERITECH-ILLINOIS** itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.

4.7.4 **AMERITECH-ILLINOIS** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

4.8 Relocation – In the event **AMERITECH-ILLINOIS** determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is required to do so. Such relocation shall be on a non-discriminatory basis, including relocation of **AMERITECH-ILLINOIS'** own equipment. If such relocation arises from circumstances beyond the reasonable control of **AMERITECH-ILLINOIS**, including condemnation or government order or regulation, **AMERITECH-ILLINOIS** may charge CLEC, in the same manner as provided for in this Appendix, for the cost of preparing the new dedicated collocation space at the new location. Otherwise **AMERITECH-ILLINOIS** shall be responsible for any reasonable preparation costs and any reasonable costs incurred by CLEC directly in connection with such relocation.

4.8.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the **AMERITECH-ILLINOIS** Eligible Structure or to another Eligible Structure, **AMERITECH-ILLINOIS** shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be

security qualified by the CLEC and will be required to be knowledgeable of **AMERITECH-ILLINOIS'** security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that **Ameritech-Illinois'** own employees and authorized contractors must undergo. **AMERITECH-ILLINOIS** will not, however, require CLECs to receive security training from **AMERITECH-ILLINOIS**. CLECs can then provide their employees with their own security training. Qualification program and security training details shall be included in **AMERITECH-ILLINOIS'** technical publications and/or Collocation website(s).

4.10 CLECs and **AMERITECH-ILLINOIS** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **AMERITECH-ILLINOIS'** property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or **AMERITECH-ILLINOIS** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or **AMERITECH-ILLINOIS**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **AMERITECH-ILLINOIS** property:

4.10.1 Theft or destruction of **AMERITECH-ILLINOIS'** or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on **AMERITECH-ILLINOIS'** property.

4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on **AMERITECH-ILLINOIS'** property.

4.10.5 Knowing violations of any local, state or federal law on **AMERITECH-ILLINOIS'** property.

4.10.6 Permitting unauthorized persons access to **AMERITECH-ILLINOIS'** or CLEC's equipment on **AMERITECH-ILLINOIS'** property.

4.10.7 Carrying a weapon on **AMERITECH-ILLINOIS'** property.

4.11 In addition, the CLEC and **AMERITECH-ILLINOIS** will take appropriate disciplinary steps as determined by each party to address any

violations reported by **AMERITECH-ILLINOIS** or the CLEC of **AMERITECH-ILLINOIS'** policies and practices on security, safety, network reliability, and business conduct as defined in **AMERITECH-ILLINOIS'** Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the CLEC.

4.12 CLECs will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by **AMERITECH-ILLINOIS'** authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **AMERITECH-ILLINOIS** as well.

4.13 **AMERITECH-ILLINOIS** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place. **AMERITECH-ILLINOIS'** enclosure of its own equipment will not be a basis for a claim that space is exhausted.

5. SPACE AVAILABILITY

5.1 At the request of CLEC, **AMERITECH-ILLINOIS** will provide space for physical collocation as described above. **AMERITECH-ILLINOIS** is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **AMERITECH-ILLINOIS** will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where **AMERITECH-ILLINOIS** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **AMERITECH-ILLINOIS** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **AMERITECH-ILLINOIS** will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a

particular Premise will be made initially by **AMERITECH-ILLINOIS**. **AMERITECH-ILLINOIS** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **AMERITECH-ILLINOIS** determines that Collocator's Physical Collocation Application is unacceptable, **AMERITECH-ILLINOIS** shall advise Collocator of any deficiencies within this ten (10) day period. **AMERITECH-ILLINOIS** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, **AMERITECH-ILLINOIS** shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure

5.3 If **AMERITECH-ILLINOIS** contends space for physical collocation is not available in an eligible structure, **AMERITECH-ILLINOIS** must allow CLEC to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of **AMERITECH-ILLINOIS'** denial of space. Prior to taking a tour, each representative must execute and deliver to **AMERITECH-ILLINOIS** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **AMERITECH-ILLINOIS'** Premises.

5.3.1 If CLEC disputes **AMERITECH-ILLINOIS'** determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by **AMERITECH-ILLINOIS** and CLEC. The engineer shall take into consideration **AMERITECH-ILLINOIS'** planned use for the Eligible Structure under review, and to the extent it can be determined, collocator space and how it is used.

5.3.2 If **AMERITECH-ILLINOIS** denies a Collocator's request for Physical Collocation because of space limitations and, after touring

the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **AMERITECH-ILLINOIS** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **AMERITECH-ILLINOIS** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.3.3 If CLEC elects to go on a central office inspection tour in accordance with Section 5.3.1, **AMERITECH-ILLINOIS** will provide floor plans to CLEC when CLEC arrives at the central office for the inspection tour. CLEC will be given a reasonable opportunity to review the floor plans while at the central office prior to the commencement of the tour. The floor plans will be subject to the non-disclosure agreement described in Section 5.3.1 and must be returned to **AMERITECH-ILLINOIS** at the end of the inspection tour prior to leaving the central office. An **AMERITECH-ILLINOIS** representative will accompany and supervise the CLEC agent on the inspection tour

5.4 **AMERITECH-ILLINOIS** will maintain a publicly available document, posted for viewing on **AMERITECH-ILLINOIS'** Internet site(s), indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.

5.5 Upon request, **AMERITECH-ILLINOIS** must submit to the requesting carrier within ten business days of the submission of the request a report indicating the available collocation space in a particular **AMERITECH-ILLINOIS** Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that **AMERITECH-ILLINOIS** is taking to make additional space available for collocation. **AMERITECH-ILLINOIS** will provide a report for 1 to 5 requests in 10 business days and 6 to 20 requests in 25 business days. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, **AMERITECH-ILLINOIS**

will provide the information on a scheduled basis of ten additional offices every ten business days.

5.5.1 In **AMERITECH-ILLINOIS**, Reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.6 In any Central Office in which all options for physical collocation offered by **AMERITECH-ILLINOIS** have been exhausted, **AMERITECH-ILLINOIS** shall not be permitted to provide additional space in that Central Office for any of its affiliates

5.7 Except as provided in Section 5.9 below, **AMERITECH-ILLINOIS** is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, **AMERITECH-ILLINOIS** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. **AMERITECH-ILLINOIS** and CLEC shall not unreasonably warehouse forecasted space.

5.8 To the extent possible, **AMERITECH-ILLINOIS** will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets **AMERITECH-ILLINOIS'** non-discriminatory practices regarding efficient space utilization.

5.9 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **AMERITECH-ILLINOIS** will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide **AMERITECH-ILLINOIS** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.10 **AMERITECH-ILLINOIS** may retain a limited amount of floor space for **AMERITECH-ILLINOIS'** own specific future uses for a time period on terms no more favorable to **AMERITECH-ILLINOIS** for like equipment than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching

equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **AMERITECH-ILLINOIS** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **AMERITECH-ILLINOIS** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **AMERITECH-ILLINOIS** and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

5.11 At the request of the Commission or CLEC, **AMERITECH-ILLINOIS** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. **AMERITECH-ILLINOIS** shall be permitted to recover the cost of removal and/or relocation of such equipment if **AMERITECH-ILLINOIS** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto).

5.12 **AMERITECH-ILLINOIS** may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **AMERITECH-ILLINOIS** shall not set a maximum space limitation on CLEC unless **AMERITECH-ILLINOIS** proves to the Commission that space constraints make such restrictions necessary. **AMERITECH-ILLINOIS** shall provide reasonable prior notice before imposing any such restrictions.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1. In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.*

6.2 Intentionally omitted

6.3. **AMERITECH-ILLINOIS** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in

* The parties acknowledge that on August 8, 2001, the FCC issued its Fourth Report and Order in CC Docket 98-147 *Deployment of Wireline Services Offering Advanced Telecommunications Capability*. Because this order was issued by the FCC after this Agreement was submitted to the Commission for arbitration, both Parties reserve their rights to invoke the Intervening Law section of the General Terms and Conditions with respect to this order.

the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions.

6.4 Intentionally omitted

6.5 **AMERITECH-ILLINOIS** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (i.e., CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **AMERIETCH-ILLININOIS** network for the transmission and routing of telephone exchange service or exchange access or for access to the **AMERITECH-ILLINOIS'** unbundled network elements for the provision of a telecommunications service. **AMERITECH-ILLINOIS** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **AMERITECH-ILLINOIS** and CLEC mutually agree to such collocation.

6.6. **AMERITECH-ILLINOIS** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that **AMERITECH-ILLINOIS** voluntarily allows to be collocated; and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 **AMERITECH-ILLINOIS** voluntarily allows CLECs to place in **AMERITECH-ILLINOIS'** Eligible Structure certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary

equipment may be placed in **AMERITECH-ILLINOIS'** premises, on a non-discriminatory basis.

6.8 Intentionally omitted

6.9 **AMERITECH-ILLINOIS** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **AMERITECH-ILLINOIS** Eligible Structures or on its Premises by Collocators must meet the **AMERITECH-ILLINOIS** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AMERITECH-ILLINOIS**) prior to January 1, 1998 with no known history of safety problems.

6.11 **AMERITECH-ILLINOIS** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **AMERITECH-ILLINOIS** applies to its own network equipment. **AMERITECH-ILLINOIS** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **AMERITECH-ILLINOIS** denies Collocation of Collocator's equipment, citing minimum safety standards, **AMERITECH-ILLINOIS** will provide within five (5) business days of the denial, a list of **AMERITECH-ILLINOIS** equipment placed since January 1, 1998 within the network areas of any Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **AMERITECH-ILLINOIS** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **AMERITECH-ILLINOIS** determines that such equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment. If Collocator disputes such determination by **AMERITECH-ILLINOIS**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **AMERITECH-ILLINOIS** determines that Collocator has already

collocated equipment which does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) written notice from **AMERITECH-ILLINOIS**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **AMERITECH-ILLINOIS** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

6.13.1 In the event Collocator submits an application requesting collocation of certain equipment and **AMERITECH-ILLINOIS** determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may collocate the equipment, provided Collocator timely disputes such determination by **AMERITECH-ILLINOIS**, unless and until the dispute is resolved. If the Parties do not resolve the dispute, **AMERITECH-ILLINOIS** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application. A copy of the Physical Collocation Application may be obtained from the **AMERITECH-ILLINOIS** Collocation Services Account Manager or from the **AMERITECH-ILLINOIS** web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.1.2 In **AMERITECH-ILLINOIS** the installation interval begins on the date of CLEC's application

7.2 **AMERITECH-ILLINOIS** will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by **AMERITECH-ILLINOIS** for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, **AMERITECH-ILLINOIS** will permit CLEC to subcontract the construction of Physical

Collocation arrangements with contractors approved by **AMERITECH-ILLINOIS**, provided that **AMERITECH-ILLINOIS** will not unreasonably withhold approval of contractors.

7.2.1.1 Certification by **AMERITECH-ILLINOIS** will be based on the same criteria **AMERITECH-ILLINOIS** uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **AMERITECH-ILLINOIS** all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by **AMERITECH-ILLINOIS** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements **AMERITECH-ILLINOIS** employs to protect **AMERITECH-ILLINOIS** equipment and ensure network reliability.

7.5 **AMERITECH-ILLINOIS** requires, before any obligation by **AMERITECH-ILLINOIS** to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay **AMERITECH-ILLINOIS** fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.

7.6 Occupancy Conditioned on Payment - **AMERITECH-ILLINOIS** shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC's dedicated physical collocation space until the space is completed, **AMERITECH-ILLINOIS** has timely billed and **AMERITECH-ILLINOIS** is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO. If the space is completed and timely billing has not been made, **AMERITECH-ILLINOIS** shall permit CLEC to have access to the dedicated collocation space upon receipt of the first two payments of the Preparation Charge and any Custom Work charges and/or applicable COBO with final payment due upon receipt of the bill.

7.7 In the event that the CLEC determines that is does not require the Dedicated Space, or terminates this Agreement, after **AMERITECH-ILLINOIS** has begun preparation of the dedicated collocation space but before **AMERITECH-ILLINOIS** has been paid the entire amounts due under this Article, then CLEC shall reimburse **AMERITECH-ILLINOIS** for the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated Space.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **AMERITECH-ILLINOIS'** intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date **AMERITECH-ILLINOIS** made the Dedicated Collocation Space available to CLEC

7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that **AMERITECH-ILLINOIS** has turned over the dedicated space to the CLEC, Dedicated Space regardless of any failure by CLECs to complete its work. The fact that **AMERITECH-ILLINOIS** may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.

7.11 The charges for a Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR). All charges shall be based on TELRIC principles, and must be reasonable in light of prevailing market prices for similar services. All prices shall be agreed to prior to commencement of work.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities within **AMERITECH-ILLINOIS'** Eligible Structure for interconnection with **AMERITECH-ILLINOIS'** network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to **AMERITECH-ILLINOIS'** unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.

8.2 Intentionally Omitted.

8.3 A list of proposed CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Dedicated Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or leave any other equipment or facilities within the Dedicated Space without the express written consent of **AMERITECH-ILLINOIS**.

8.4 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to sec. 8.3, CLEC shall furnish to **AMERITECH-ILLINOIS** a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **AMERITECH-ILLINOIS** may provide such written consent or may

condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **AMERITECH-ILLINOIS** and CLEC of a final list and description and receipt by **AMERITECH-ILLINOIS** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."

8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with **AMERITECH-ILLINOIS'** policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.

8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to **AMERITECH-ILLINOIS'** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.7 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-ILLINOIS** the parties agree to the following:

8.7.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

8.7.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-ILLINOIS'** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

8.7.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

8.8 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in **AMERITECH-ILLINOIS**s. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.

8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of **AMERITECH-ILLINOIS**. **AMERITECH-ILLINOIS** shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that **AMERITECH-ILLINOIS** shall have the right to reject or modify any such request. If **AMERITECH-ILLINOIS** performs any such construction, and the associated cost shall be paid by CLEC in accordance with **AMERITECH-ILLINOIS'** then-standard custom work order process or NSCR.

8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in **AMERITECH-ILLINOIS'**.

8.10.1. SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

8.10.2. **AMERITECH-ILLINOIS'** most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

8.10.3. TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within **AMERITECH-ILLINOIS** central offices and may be modified from time to time.

8.10.4. Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

8.10.5. The Interconnector's Collocation Services Handbook, TP 76300MP and the TP 76200MP Standards are not incorporated herein but are available on **AMERIETCH-ILLINOIS'** Collocation Internet site.

8.11. If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76300MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

8.11.1. If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, **AMERITECH-ILLINOIS** shall provide CLEC with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by **AMERITECH-ILLINOIS**, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.11.2. If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **AMERITECH-ILLINOIS** (and the modification has not been included in a change to that "Statement" or this Appendix), then **AMERITECH-ILLINOIS** will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's physical collocation application. Any CLEC objection to those modifications must be received by

AMERITECH-ILLINOIS by the thirtieth (30th) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

8.11.3. Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to **AMERITECH-ILLINOIS'** or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **AMERITECH-ILLINOIS** will immediately notify CLEC of any such modification.

8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the **AMERITECH-ILLINOIS**s. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets Telcordia NEBS Level 1 minimum safety requirements for CLEC equipment, or (2) Equipment history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. **AMERITECH-ILLINOIS** may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **AMERITECH-ILLINOIS** applies to its own equipment. **AMERITECH-ILLINOIS** may not deny collocation of Collocator equipment because the equipment fails to meet TP76200MP reliability standards. If **AMERITECH-ILLINOIS** denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, **AMERITECH-ILLINOIS** must

provide to the CLEC within five business days of the denial a list of all network equipment that **AMERITECH-ILLINOIS** has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards set forth herein. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **AMERITECH-ILLINOIS** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

8.13 Unless otherwise expressly agreed in writing, **AMERITECH-ILLINOIS** will provide for all AC and DC power requirements in the Eligible Structure. The CLEC is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **AMERITECH-ILLINOIS'** associated performance, availability, restoration, backup and UPS systems (to the extent UPS is used by **AMERITECH-ILLINOIS** for similar equipment), and other operational characteristics shall be at parity with that provided to **AMERITECH-ILLINOIS'** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **AMERITECH-ILLINOIS'** is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC. **AMERITECH-ILLINOIS** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **AMERITECH-ILLINOIS** Approved Power Installation Vendor will place the power cable leads from the dedicated space to **AMERITECH-ILLINOIS'** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. **AMERITECH-ILLINOIS** will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned **AMERITECH-ILLINOIS** Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's **AMERITECH-ILLINOIS** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AMERITECH-**

ILLINOIS and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.

8.14 Other than the security restrictions described herein, **AMERITECH-ILLINOIS** shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. **AMERITECH-ILLINOIS** will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

8.15 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.

8.16 Demarcation Point – **AMERITECH-ILLINOIS** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and **AMERITECH-ILLINOIS'** network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

8.17 Use of Common Areas. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Eligible Structure as are designated by **AMERITECH-ILLINOIS** from time to time, including, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Eligible Structure, the Collocation Space, and the parking areas adjacent to the Eligible Structure for vehicles of persons while working for or on behalf of CLEC at the Collocation Space. All common areas shall remain under the exclusive control and management of **AMERITECH-ILLINOIS**, and **AMERITECH-ILLINOIS** shall have the right to change the level, location and arrangement of parking areas and other common areas as **AMERITECH-ILLINOIS** may deem necessary, provided it does not impact CLEC's use of the Collocation Space. Use of all common areas shall be subject to such reasonable rules and regulations as **AMERITECH-ILLINOIS** may from time to time impose.

8.17.1 Water. **AMERITECH-ILLINOIS**, where water is available for its own use, shall furnish running water from regular Eligible Structure outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by **AMERITECH-ILLINOIS**, for the non-exclusive use of CLEC, **AMERITECH-ILLINOIS** and any

other building occupant. CLEC shall not waste or permit the waste of water.

8.17.2 Security Service. **AMERITECH-ILLINOIS** shall furnish Eligible Structure and Property security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, **AMERITECH-ILLINOIS** shall provide no security specific to CLEC's Collocation Space. **AMERITECH-ILLINOIS** shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or LOE unless **AMERITECH-ILLINOIS** has failed to provide Eligible Structure and Property security in accordance with its normal business practices.

8.17.3 Elevator Service. Where available, **AMERITECH-ILLINOIS** shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by **AMERITECH-ILLINOIS**.

8.17.4 Parking. Where provided by **AMERITECH-ILLINOIS**, parking at **AMERITECH-ILLINOIS** Eligible Structure will be provided on a first come, first served basis. CLEC may not park in spaces that are designated as reserved. The **AMERITECH-ILLINOIS** shall not unreasonably reserve for its own use an excessive amount of parking at the Eligible Structure. CLEC shall be allowed to have reasonable use of and access to loading docks. CLEC and the **AMERITECH-ILLINOIS** are required to follow all posted traffic and **AMERITECH-ILLINOIS** signs and follow all applicable parking and traffic laws and ordinances.

9. OPERATIONAL RESPONSIBILITIES

9.1 CLEC and **AMERITECH-ILLINOIS** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 CLEC and **AMERITECH-ILLINOIS** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

9.3 **AMERITECH-ILLINOIS** shall provide an interconnection point or points, physically accessible by both **AMERITECH-ILLINOIS** and CLEC (typically a **AMERITECH-ILLINOIS** manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that **AMERITECH-ILLINOIS** will designate interconnection points as close as reasonably possible to the Eligible Structure. **AMERITECH-ILLINOIS** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points FOR **AMERITECH-ILLINOIS'** cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 Intentionally omitted.

9.3.2 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AMERITECH-ILLINOIS**, and for leaving sufficient cable length in order for **AMERITECH-ILLINOIS** to extend such CLEC-provided cable to the cable vault.

9.3.3 Intentionally omitted.

9.3.4 **AMERITECH-ILLINOIS** will be responsible for determining equipment location within the Eligible Structure, provided that such determination will be non-discriminatory with respect to placement of **AMERITECH-ILLINOIS'** own equipment and that of its affiliates and any other CLEC.. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **AMERITECH-ILLINOIS** Main Distribution Frame and/or other interconnection points will be installed by the Collocator's **AMERITECH-ILLINOIS** Approved Vendor. Scheduling the work of the Approve Vendor will be non-discriminatory with respect to placement of **AMERITECH-ILLINOIS'** own equipment and that of its affiliates and any other CLEC The Collocator's **AMERITECH-ILLINOIS** Approved Vendor must obtain an approved Method of Procedures (MOP) from **AMERITECH-ILLINOIS** and follow the **AMERITECH-ILLINOIS'** standards and requirements for installation of equipment and facilities. **AMERITECH-ILLINOIS** will install and stencil the termination blocks or panels at **AMERITECH-ILLINOIS'** Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or **AMERITECH-ILLINOIS** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days notice of discontinuance of use of the collocation space, **AMERITECH-ILLINOIS** may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold **AMERITECH-ILLINOIS** harmless from any and all claims for expenses, fees, or other costs associated with any such removal by **AMERITECH-ILLINOIS** except to the extent the basis for such claims, expenses, fees, or other costs arose directly from the willful misconduct or gross negligence of **AMERITECH-ILLINOIS**, its employees or agents. For purposes of this Section, the use of collocation space is considered to be discontinued when it is no longer used for interconnection as defined by section 10.10 herein.

9.6 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space in the **AMERITECH-ILLINOIS**s:

9.6.1 Its fiber optic cable(s);

9.6.2 Its CLEC Telecom Equipment;

9.6.3 Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on **AMERITECH-ILLINOIS'** equipment.

9.6.4 CLEC requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CLEC's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and

9.6.5 The connection cable and associated equipment which may be required within CLEC's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's dedicated space.

9.6.6 Any power cabling required beyond the **AMERITECH-ILLINOIS** provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. **AMERITECH-ILLINOIS** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **AMERITECH-ILLINOIS'** BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from **AMERITECH-ILLINOIS'** BDFB. The CIPPs are designed to provide 20, 40 , 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

AMERITECH-ILLINOIS NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 **AMERITECH-ILLINOIS** will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (*e.g.*, **AMERITECH-ILLINOIS** shall not require CLEC to use **AMERITECH-ILLINOIS'** internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP.. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.

9.8 In **AMERITECH-ILLINOIS**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

9.9 CLEC is responsible for coordinating with **AMERITECH-ILLINOIS** to ensure that services are installed in accordance with a service request.

9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If **AMERITECH-ILLINOIS** testing is also required, it will be provided at applicable charges.

9.11 Collocator shall be responsible for procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **AMERITECH-ILLINOIS** Main Distribution Frame and/or interconnection points by Collocator's **AMERITECH-ILLINOIS** Approved Vendor. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.

9.12 Collocator shall be responsible for procurement and placement of power cable leads by Collocator's **AMERITECH-ILLINOIS** Approved Power Installation Vendor from the dedicated space to **AMERITECH-ILLINOIS'** Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.

10. DELIVERY INTERVALS

10.1 Intervals for processing collocation applications and construction and delivery of collocation space shall be as set forth in Ill. C.C. Tariff No. 20, Part 23, Section 4, Paragraphs 11(b), 11(d), and 14(a) – (f).

10.2 The cable facility assignments or actual point of termination will not be given to the Collocator by **AMERITECH-ILLINOIS** until all applicable fees currently due have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by **AMERITECH-ILLINOIS** until due date.

10.3 Intentionally Omitted.

10.4 Intentionally Omitted.

10.5 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from 10.1 and prior to day fifteen (15) of the delivery interval will be subject to review by **AMERITECH-ILLINOIS**. A new delivery interval due date may be

established when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by **AMERITECH-ILLINOIS** if a new interval is required. The extension will be no longer than reasonably necessary, and in any event will be non discriminatory with respect to extensions for placement of SBC's own equipment and that of its affiliates and any other CLEC Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by **AMERITECH-ILLINOIS** that a new interval has been established for the Physical Collocation Application from the intervals specified in Section 10.1.

10.6 **AMERITECH-ILLINOIS** will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and payment of fifty percent (50%) of all applicable non-recurring charges within fourteen days (14) of the notification of the granting of the application. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days.

- 84 DS1 connections and/or
- 48 DS3 connections and/or
- 200 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

10.7. For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and payment of fifty percent (50%) of all applicable nonrecurring charges within fourteen (14) days of notification of granting of the application. All other augments will follow normal construction intervals.

10.8 **AMERITECH-ILLINOIS** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **AMERITECH-ILLINOIS** employee. These visits will be jointly agreed upon by **AMERITECH-ILLINOIS** and the Collocator and will be determined on a case by case basis.

10.9 Adjacent Structure Collocation Delivery Intervals

10.9.1 **AMERITECH-ILLINOIS** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

10.10 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to **AMERITECH-ILLINOIS'** network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, **AMERITECH-ILLINOIS** may, upon notice, terminate that Physical Collocation arrangement, and CLEC shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC Telecom Equipment is considered to be interconnected when physically connected to **AMERITECH-ILLINOIS'** network or a **AMERITECH-ILLINOIS** unbundled network element for the purpose of CLEC providing a telecommunications service. This section shall not apply where interconnection is delayed for reasons beyond CLEC's control and CLEC has notified **AMERITECH-ILLINOIS'** and presented a reasonable schedule for future interconnection.

10.10.1 CLEC may avoid cancellation of the Physical Collocation arrangment under this section for no more than 30 days provided the following conditions are met:

10.10.1.1 CLEC has notified Ameritech of the delay prior to expiration of the 180 days.

10.10.1.2 There is other collocation space available if requested by another CLEC.

10.10.1.3 CLEC has begun installation and provides reasonable evidence that it will be complete and using the space by the end of the 30 day extension.

10.11 **AMERITECH-ILLINOIS** shall allow CLEC to augment its collocation space when space is available.

11. VIRTUAL COLLOCATION

11.1 Upon request, **AMERITECH-ILLINOIS** shall provide CLEC Virtual Collocation in any Unused Space. If CLEC wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an ICB/NSCR. CLEC shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. **AMERITECH-ILLINOIS** shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in the Pricing appendix and applicable tariffs, if **AMERITECH-ILLINOIS** must locate CLEC's Virtual Collocation bays in its switch line-up, CLEC shall also be responsible for any extraordinary costs necessary to condition such space.

11.2 **AMERITECH-ILLINOIS** shall deliver to CLEC the requested space on or before the later of (i) 110 Calendar Days from **Ameritech-Illinois'** receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for **AMERITECH-ILLINOIS** to deliver to CLEC such space within 110 Calendar Days and **AMERITECH-ILLINOIS** notified CLEC of this fact within ten (10) Business Days after the initial walk-through.

11.3 **AMERITECH-ILLINOIS** shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with the CLEC based on availability and equipment delivery intervals.

11.4 **AMERITECH-ILLINOIS** shall install applicable Cross-Connects as directed by CLEC, at the rates provided in the Pricing appendix or applicable tariffs.

11.5 **AMERITECH-ILLINOIS** shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located, during construction.

11.6 **AMERITECH-ILLINOIS** shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

12. CASUALTY LOSS

12.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

12.1.1 The Dedicated Spaces are not rendered untenantable in whole or in part, **AMERITECH-ILLINOIS** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

12.1.2 The Dedicated Spaces are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, **AMERITECH-ILLINOIS** has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or **AMERITECH-ILLINOIS** opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. **AMERITECH-ILLINOIS** shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location. Decisions as to untenantability and rebuilding must be made on a reasonable and non-discriminatory basis.

12.2 Any obligation on the part of **AMERITECH-ILLINOIS** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as it existed at the time of the loss, but shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC.

12.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, or demolition thereof shall be necessary then, notwithstanding that the Dedicated Space may be unaffected thereby, **AMERITECH-ILLINOIS**, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior

written notice within thirty (30) days following the date of such occurrence.

13. RE-ENTRY

13.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AMERITECH-ILLINOIS** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **AMERITECH-ILLINOIS** might have. **AMERITECH-ILLINOIS** may exercise this authority on a Dedicated Space-by-Dedicated Space basis. **AMERITECH-ILLINOIS** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

14. LIMITATION OF LIABILITY

14.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of **AMERITECH-ILLINOIS**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall reduce the liability of **AMERITECH-ILLINOIS** to the extent that the fault of CLEC contributed to the damages.

14.1.1 The Parties agree to be bound by the provisions for Limitation of Liability and indemnity in the General Terms and Conditions.

14.2 Third Parties – CLEC acknowledges and understands that **AMERITECH-ILLINOIS** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of

CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. **AMERITECH-ILLINOIS** will be liable to CLEC for damages only to the extent that **AMERITECH-ILLINOIS'** fault or negligence contributed to the loss or damage.

15. INDEMNIFICATION

14.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

15.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

17. NOTICES

17.1 Except in emergency situations, **AMERITECH-ILLINOIS** shall provide CLEC with written notice twenty (20) business days prior to those instances where **AMERITECH-ILLINOIS** or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.

17.2 **AMERITECH-ILLINOIS** will inform CLEC by telephone of any emergency-related activity that **AMERITECH-ILLINOIS** or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.

17.3 **AMERITECH-ILLINOIS** will provide CLEC with written notification within twenty (20) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause or has the risk of causing an outage or any type of power disruption to CLEC Telecom Equipment. **AMERITECH-ILLINOIS** will provide CLEC with the alternate plan to provide power in the case of such outage. If **AMERITECH-ILLINOIS** does not have an alternate plan, **AMERITECH-ILLINOIS** will make reasonable accommodations to allow CLEC to provide alternate power. All such work will be planned and executed in a manner that is non-discriminatory with respect to affecting CLEC's and **AMERITECH-ILLINOIS'** equipment. **AMERITECH-ILLINOIS** shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.

17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **AMERITECH-ILLINOIS:**

Account Manager - Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to CLEC:

Shane T. Kaatz
Manager Carrier Relations
TDS Metrocom
1212 Deming Way, Suite 350
Madison, WI 53717

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to **AMERITECH-ILLINOIS**	AIIS Service Center Attn: Collocation 2nd Floor 804 North Milwaukee Milwaukee, WS 53202
If to CLEC:	Shane T. Kaatz Manager Carrier Relations TDS Metrocom 1212 Deming Way, Suite 350 Madison, WI 53717

18. INSURANCE

18.1 The parties' obligations with respect to insurance coverage will be as set forth in the General Terms and Conditions

19. PROTECTON OF SERVICE AND PROPERTY

19.1 **AMERITECH-ILLINOIS** shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC and otherwise in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC.

19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

19.3 Except as may otherwise be provided:

19.3.1 **AMERITECH-ILLINOIS** and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

19.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

19.4 **AMERITECH-ILLINOIS** shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, **AMERITECH-ILLINOIS** shall either furnish security guards at those **AMERITECH-ILLINOIS** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **AMERITECH-ILLINOIS** shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on **AMERITECH-ILLINOIS'** Dedicated Space.

19.5 **AMERITECH-ILLINOIS** shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are **AMERITECH-ILLINOIS** security guards.

19.6 CLEC shall comply with the security and safety procedures and requirements of **AMERITECH-ILLINOIS,** including but not limited to sign-in, and identification.

19.7 **AMERITECH-ILLINOIS** shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by **AMERITECH-ILLINOIS** for access to spaces which house or contain CLEC equipment or equipment enclosures.

19.8 **AMERITECH-ILLINOIS** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

19.9 **AMERITECH-ILLINOIS** shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.

19.10 **AMERITECH-ILLINOIS** shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that **AMERITECH-ILLINOIS'** security measures are unreasonably lax, CLEC shall notify **AMERITECH-ILLINOIS** and the Parties shall work together to address the problem. **AMERITECH-ILLINOIS** shall, at a minimum, do the following:

19.10.1 Where a cage is used, **AMERITECH-ILLINOIS** shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.

19.10.2 **AMERITECH-ILLINOIS** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **AMERITECH-ILLINOIS'** employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. **AMERITECH-ILLINOIS** shall require all persons entering the collocation areas to wear identification badges.

19.10.3 **AMERITECH-ILLINOIS** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. **AMERITECH-ILLINOIS** shall respond immediately to reported problems with CLEC key cards.

19.10.4 In emergency situations common courtesy will be extended between CLEC and **AMERITECH-ILLINOIS'** employees, including the provision of first aid and first aid supplies.

19.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

20. MISCELLANEOUS

20.1 Future Negotiations – **AMERITECH-ILLINOIS** may refuse requests for space in an Eligible structure if CLEC is in material breach of this

Agreement, including having any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds **AMERITECH-ILLINOIS** harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

20.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

1.5 Not Used.

1.6 **AMERITECH-ILLINOIS** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from **AMERITECH-ILLINOIS**’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **AMERITECH-ILLINOIS**’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice

closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **AMERITECH-ILLINOIS** shall only make the HFPL available to CLEC in those instances where **AMERITECH-ILLINOIS** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of

Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.

2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between **AMERITECH-ILLINOIS**'s Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 "Line Share Turn-Up Test" shall be defined as the testing for HFPL by **AMERITECH-ILLINOIS** as more specifically described in Section 8.

2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **AMERITECH-ILLINOIS**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.13 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.14 Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **AMERITECH-ILLINOIS**'s HFPL offering unless otherwise noted.

3.2 **AMERITECH-ILLINOIS** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL

technology as defined in this Appendix. **AMERITECH-ILLINOIS** will not impose limitations on the transmission speeds of xDSL services; provided, however, **AMERITECH-ILLINOIS** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 **AMERITECH-ILLINOIS** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **AMERITECH-ILLINOIS** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services

3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to **AMERITECH-ILLINOIS** the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.

3.5.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.

3.5.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.

3.5.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC or **AMERITECH-ILLINOIS**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **AMERITECH-ILLINOIS** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-ILLINOIS** the parties agree to the following:

3.6.2.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

3.6.2.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-ILLINOIS's** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

3.6.2.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the of ordering, notify **AMERITECH-ILLINOIS** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **AMERITECH-ILLINOIS** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **AMERITECH-ILLINOIS** will make the following options available to CLEC:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **AMERITECH-ILLINOIS** to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 The CLEC has the option of collocating a DSLAM in **AMERITECH-ILLINOIS**' Remote Terminal ("RT") at the

fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **AMERITECH-ILLINOIS** RTs, **AMERITECH- ILLINOIS** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **AMERITECH-ILLINOIS** has placed a DSLAM in the RT, **AMERITECH-ILLINOIS** must unbundle and provide access to its packet switching. **AMERITECH-ILLINOIS** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **AMERITECH-ILLINOIS**' remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.5 When **AMERITECH-ILLINOIS** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **AMERITECH-ILLINOIS** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **AMERITECH-ILLINOIS** with a technical description of the technology (including power mask) for inventory purposes.

4.1.5.1 xDSL technologies may only reside in the HFPL, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When **AMERITECH-ILLINOIS** traditional retail POTS services are disconnected, **AMERITECH-ILLINOIS** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **AMERITECH-ILLINOIS** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **AMERITECH-ILLINOIS** is not the retail POTS provider.

4.5 **AMERITECH-ILLINOIS** will not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize any **AMERITECH-ILLINOIS** splitters, equipment, or cross connect to facilitate line splitting between such CLECs. Unless otherwise ordered by the Commission, **AMERITECH-ILLINOIS** will not be required to modify its OSS systems to facilitate line-splitting, however, **AMERITECH-ILLINOIS** may not otherwise restrict a CLEC's use of OSS Systems merely because the CLEC is line splitting with another CLEC.

4.6 Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. **AMERITECH-ILLINOIS** shall be under no obligation to provide HFPL where **AMERITECH-ILLINOIS** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **AMERITECH-ILLINOIS** for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.

4.7 **AMERITECH-ILLINOIS** will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.7.1 Upon request by CLEC, **AMERITECH-ILLINOIS** will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.7.2 If it is demonstrated that the non-standard xDSL based technology will not significantly degrade the other advanced services or traditional voice based services, **AMERITECH-ILLINOIS** will provide a loop to support the new technology for CLEC as follows:

4.7.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **AMERITECH-ILLINOIS** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.7.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.7.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if CLEC, **AMERITECH-ILLINOIS** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the party making the claim must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that CLEC, **AMERITECH-ILLINOIS** or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.7.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **AMERITECH-ILLINOIS** will not impose its own standards for provisioning xDSL services. However, **AMERITECH-ILLINOIS** will publish non-binding Technical Publications to communicate current standards and their application as set

forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLEC's collocation arrangement area (whether caged or cageless) consistent with **AMERITECH-ILLINOIS**' standard collocation practices and procedure. When virtually collocated, **AMERITECH-ILLINOIS** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, **AMERITECH-ILLINOIS** voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. **AMERITECH-ILLINOIS** will determine where such **AMERITECH-ILLINOIS**-owned splitters will be located in each central office. **AMERITECH-ILLINOIS** owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, **AMERITECH-ILLINOIS** will perform testing and repair at the **AMERITECH-ILLINOIS**-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by **AMERITECH-ILLINOIS**, CLEC shall pay **AMERITECH-ILLINOIS** for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 **AMERITECH- ILLINOIS** will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide **AMERITECH-ILLINOIS** with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC

fails to submit a forecast in a central office which does not have available splitter ports, **AMERITECH-ILLINOIS** shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the **AMERITECH-ILLINOIS** central office. For requests for **AMERITECH-ILLINOIS** provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **AMERITECH-ILLINOIS** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard **AMERITECH-ILLINOIS** configuration cabling and wiring in **AMERITECH-ILLINOIS** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **AMERITECH-ILLINOIS**' Operational Support Systems ("OSS").

5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.4 All **AMERITECH-ILLINOIS**-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects **AMERITECH-ILLINOIS**' POTS service, **AMERITECH-ILLINOIS** will advise the end user to also notify their data CLEC. **AMERITECH-ILLINOIS** will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either

Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 **AMERITECH-ILLINOIS** retains the sole right to select **AMERITECH-ILLINOIS**-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **AMERITECH-ILLINOIS** will install the splitter in an **AMERITECH-ILLINOIS** bay and **AMERITECH-ILLINOIS** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard **AMERITECH-ILLINOIS** configuration cabling and wiring in **AMERITECH-ILLINOIS** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **AMERITECH-ILLINOIS** Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **AMERITECH-ILLINOIS** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **AMERITECH-ILLINOIS**' Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **AMERITECH-ILLINOIS** is providing any other CLEC and/or **AMERITECH-ILLINOIS**' retail operations or its advanced services affiliate.

6.1.1 SBC will provide access to its new DSL Tracking Inquiry Tool (DTI) and Distribution Area (DA) information from its internal network systems.

The combination of these two tools provide the CLECs with the ability to identify, within a smaller geographic area in a wire center, where loops are served by integrated loop carrier or universal loop carrier.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **AMERITECH-ILLINOIS**' pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **AMERITECH-ILLINOIS** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **AMERITECH-ILLINOIS** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **AMERITECH-ILLINOIS**' retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in **AMERITECH-ILLINOIS'** Plan of Record when such information is contained in **AMERITECH-ILLINOIS**' electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in **AMERITECH-ILLINOIS**' Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual

loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **AMERITECH-ILLINOIS** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **AMERITECH-ILLINOIS**' affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **AMERITECH-ILLINOIS** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **AMERITECH-ILLINOIS** is not required to condition the loop. However, should **AMERITECH-ILLINOIS** refuse the CLEC's request to condition a loop, **AMERITECH- ILLINOIS** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

7.1 Provisioning: **AMERITECH-ILLINOIS** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AMERITECH-ILLINOIS** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **AMERITECH-ILLINOIS**' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **AMERITECH-ILLINOIS** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **AMERITECH-ILLINOIS** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **AMERITECH ILLINOIS** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. If the parties cannot agree upon such intervals within a reasonable time, either party may invoke the dispute resolution procedures of the Agreement.

7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-ILLINOIS**' tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **AMERITECH-ILLINOIS**' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.3.4 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.5 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.6 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above

7.3.7 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7.3.8 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-ILLINOIS**' tariffed xDSL-based services, or its affiliate's, whichever is less.

8. TESTING

8.1 **AMERITECH-ILLINOIS** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **AMERITECH-ILLINOIS** provides HFPL, continuity is generally assumed as **AMERITECH-ILLINOIS** retail POTS service is operating at the time of the

order. Generally, **AMERITECH-ILLINOIS** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **AMERITECH-ILLINOIS** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request. All loops shall be tested to verify the absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **AMERITECH-ILLINOIS**' field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **AMERITECH- ILLINOIS** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **AMERITECH-ILLINOIS** field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **AMERITECH-ILLINOIS** with a confirmation number and **AMERITECH- ILLINOIS** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work

or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **AMERITECH-ILLINOIS** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **AMERITECH-ILLINOIS** with a confirmation number and **AMERITECH-ILLINOIS** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **AMERITECH-ILLINOIS** will still close the order. **AMERITECH-ILLINOIS** will not complete an order that fails Acceptance Testing.

8.3.4 Until such time as the CLEC and **AMERITECH-ILLINOIS** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **AMERITECH-ILLINOIS** agrees that should the CLEC open a trouble ticket and an **AMERITECH-ILLINOIS** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **AMERITECH-ILLINOIS** fault), **AMERITECH-ILLINOIS**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.3.5 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **AMERITECH-ILLINOIS** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **AMERITECH-ILLINOIS** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.

8.3.6 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **AMERITECH-ILLINOIS** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **AMERITECH-ILLINOIS** will perform an unbiased sampling of the CLEC's service orders by mutually acceptable sampling process. All data shall be available to CLEC for verification. If the sampling establishes that **AMERITECH-ILLINOIS** is correctly provisioning loops with continuity and ordered conditioning 90% of the time over any 2 month period of time, **AMERITECH-ILLINOIS** may continue charging for Acceptance Testing for all the same percentage of tests as shown by the sample. If the sampling results show that **AMERITECH-ILLINOIS** is not correctly provisioning loops 90% of the time, or greater, **AMERITECH-ILLINOIS** may then perform a comprehensive analysis of the population and will not charge for any tests until a 90% result is obtained over a two month period.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **AMERITECH-ILLINOIS** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **AMERITECH-ILLINOIS** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **AMERITECH-ILLINOIS** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **AMERITECH-ILLINOIS** is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **AMERITECH-ILLINOIS** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **AMERITECH-ILLINOIS** will not bill for loop repairs when the repair resulted from an **AMERITECH-ILLINOIS** problem.

8.4.1.5 Beginning November 1, 2000, the **AMERITECH-ILLINOIS** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.6 Line Sharing Turn-Up Testing Procedures:

8.6.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **AMERITECH-ILLINOIS**' central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.6.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.6.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE/SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **AMERITECH- ILLINOIS** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **AMERITECH- ILLINOIS** shall attempt to notify the end user and CLEC for permission any time **AMERITECH-ILLINOIS** repair effort has the potential of affecting service on the broadband portion of the loop. **AMERITECH-ILLINOIS** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval..

9.3 **AMERITECH-ILLINOIS** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **AMERITECH-ILLINOIS** provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **AMERITECH-ILLINOIS** and the problem is determined to be in the CLEC's network, the CLEC will pay **AMERITECH-ILLINOIS** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.3.2 **AMERITECH-ILLINOIS**-owned line splitters:

9.3.2.1 **AMERITECH-ILLINOIS** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **AMERITECH-ILLINOIS** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the **AMERITECH-ILLINOIS** central office.

9.3.3 CLEC-owned line splitters:

9.3.3.1 If **AMERITECH-ILLINOIS** isolates a trouble (causing significant degradation or out of service condition to the POTS

service) caused by the CLEC data equipment or splitter, **AMERITECH-ILLINOIS** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **AMERITECH-ILLINOIS**, the contacted Party will notify the other and provide contact names prior to **AMERITECH-ILLINOIS** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **AMERITECH-ILLINOIS** to restore the HFPL.

9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, **AMERITECH-ILLINOIS** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **AMERITECH-ILLINOIS**' maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **AMERITECH-ILLINOIS** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by **AMERITECH-ILLINOIS**. For loops under 12,000 feet, **AMERITECH-ILLINOIS** will remove load coils, repeaters and excessive bridge tap at no charge.

9.5 An **AMERITECH-ILLINOIS** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **AMERITECH-ILLINOIS** facilities and hereby agrees to release, defend and indemnify **AMERITECH-ILLINOIS**, and hold **AMERITECH-ILLINOIS** harmless, from any claims for loss or damages, made against **AMERITECH-ILLINOIS** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

9.7 **AMERITECH-ILLINOIS** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AMERITECH-ILLINOIS** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **AMERITECH-ILLINOIS**.

10. SPECTRUM MANAGEMENT

10.1 CLEC will advise **AMERITECH-ILLINOIS** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **AMERITECH-ILLINOIS** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **AMERITECH-ILLINOIS**. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 **AMERITECH-ILLINOIS** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **AMERITECH-ILLINOIS** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **AMERITECH-ILLINOIS** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **AMERITECH-ILLINOIS** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **AMERITECH-ILLINOIS**, as well as competitively neutral as between different xDSL services. Where disputes arise, **AMERITECH-ILLINOIS** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **AMERITECH-ILLINOIS** will, upon request from a CLEC, disclose within 3-5

business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **AMERITECH-ILLINOIS** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **AMERITECH-ILLINOIS** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. INTENTIONALLY OMITTED

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DIRECT

APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. RESERVATION

1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-WICONSIN** means the applicable above listed ILECs doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

2.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.

2.1.2 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 CLEC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)
A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government

accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued an order that could affect **AMERITECH-ILLINOIS** ability to offer NLS and that **AMERITECH-ILLINOIS** may have to stop providing NLS at anytime.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "**Call Branding"** -The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 "**Non-List Telephone Number or DA only Telephone Number" -** A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.3 "**Non-Published Number" -** A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.4 "**Published Number" -** A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will brand DA in CLEC's name based upon the criteria outlined below. In non-Resale situations, if CLEC uses its own switch, technical feasibility is not a limitation.

4.1.1 Where **AMERITECH-ILLINOIS** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **AMERITECH-ILLINOIS** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.3 CLEC will provide written specifications of its company name to be used by **AMERITECH-ILLINOIS** to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 Intentionally Omitted.

4.1.5 A CLEC purchasing **AMERITECH-ILLINOIS** unbundled local switching is responsible for maintaining CLEC's End User customer records in **AMERITECH-ILLINOIS** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Intentionally Omitted.

4.1.7 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a 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 CLEC will inform **AMERITECH-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. CLEC acknowledges that it is responsible to provide **AMERITECH-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 CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

5.1.4 When an **AMERITECH-ILLINOIS** Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will quote the applicable DA rates as provided by CLEC.

5.1.4.1 In the interim, when an Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **AMERITECH-ILLINOIS** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

6.1 CLEC agrees that due to customer quality and work force schedule issues, **AMERITECH-ILLINOIS** will be the sole provider of DA Services for CLEC's local serving area(s).

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **AMERITECH-ILLINOIS** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **AMERITECH-ILLINOIS**, CLEC 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.

6.3 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.

6.4 CLEC will furnish to **AMERITECH-ILLINOIS** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 CLEC will provide **AMERITECH-ILLINOIS** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 CLEC will send the DA listing records to **AMERITECH-ILLINOIS** for inclusion in **AMERITECH-ILLINOIS** DA database via electronic gateway as described in Appendix WP. CLEC further agrees that **AMERITECH-ILLINOIS** can release CLEC's directory assistance listings stored in **AMERITECH-ILLINOIS** directory assistance database to competing providers provided that **AMERITECH-ILLINOIS** agrees to compensate CLEC by paying CLEC the amount **AMERITECH-ILLINOIS** collects from such competing providers in connection with CLEC's listing information.

6.7 CLEC agrees that **AMERITECH-ILLINOIS** may utilize CLEC's End User's listings contained in **AMERITECH-ILLINOIS** directory assistance database in providing existing and future **AMERITECH-ILLINOIS** directory assistance or DA related services.

6.8 CLEC further agrees that **AMERITECH-ILLINOIS** can release CLEC's directory assistance listings stored in **AMERITECH-ILLINOIS** directory assistance database to competing providers.

7. METHODS AND PRACTICES

7.1 **AMERITECH-ILLINOIS** will provide DA Services in a non-discriminatory manner with the same level of service and with the same time intervals for call answer and response as **AMERITECH-ILLINOIS** provides to its own End Users, to CLEC's End Users in accordance with **AMERITECH-ILLINOIS** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, **AMERITECH-ILLINOIS** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9.2 **AMERITECH-ILLINOIS** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

10.1 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 performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

11. TERMS OF APPENDIX

11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **AMERITECH-ILLINOIS**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **AMERITECH-ILLINOIS** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DAL

APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. RESERVATION

1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the 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 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 systems.

2.6 **"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 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** 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. 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 trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"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).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The 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.

2.12 **"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. AMERITECH-ILLINOIS RESPONSIBILITIES

3.1 **AMERITECH-ILLINOIS** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **AMERITECH-ILLINOIS** is the 911 Service Provider. **AMERITECH-ILLINOIS** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **AMERITECH-ILLINOIS** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **AMERITECH-ILLINOIS** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **AMERITECH-ILLINOIS** is the 911 Service Provider.

3.2.2 **AMERITECH-ILLINOIS** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

AMERITECH-ILLINOIS will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AMERITECH-ILLINOIS** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **AMERITECH-ILLINOIS** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AMERITECH-ILLINOIS** shall provide and maintain sufficient dedicated E911 trunks from **AMERITECH-ILLINOIS**' SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AMERITECH-ILLINOIS** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **AMERITECH-ILLINOIS** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by CLEC, **AMERITECH-ILLINOIS** shall, within 10 days, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs (including the underlying database vendor) served by the 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.

3.3.4 **AMERITECH-ILLINOIS** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **AMERITECH-ILLINOIS** SR(s).

3.4 Database

3.4.1 Where **AMERITECH-ILLINOIS** manages the E911 database, **AMERITECH-ILLINOIS** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **AMERITECH-ILLINOIS** shall coordinate access to the **AMERITECH-ILLINOIS** E911 DBMS for the initial loading and updating of CLEC End User 911 Records. CLEC has the responsibility for providing "updated" records and SBC has responsibility of uploading such updated End User 911 Records to the E911 DBMS.

3.4.3 **AMERITECH-ILLINOIS**' 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.

3.4.4 **AMERITECH-ILLINOIS** will upload CLEC's End User 911 Records to the E911 DBMS. **AMERITECH-ILLINOIS** will then provide CLEC an error and status report. This report will be provided electronically, in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

3.4.5 **AMERITECH-ILLINOIS** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided monthly but only for those areas where CLEC is authorized to do business as a local exchange service provider and **AMERITECH-ILLINOIS** is the 911 service provider. The MSAG will be in an electronic database format.

3.4.6 Where **AMERITECH-ILLINOIS** manages the DBMS, **AMERITECH-ILLINOIS** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **AMERITECH-ILLINOIS** SR office of the E911 system, where **AMERITECH-ILLINOIS** is the 911 Service Provider.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AMERITECH-ILLINOIS** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection with each **AMERITECH-ILLINOIS** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **AMERITECH-ILLINOIS** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 The CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code)

must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **AMERITECH-ILLINOIS** SR.

4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **AMERITECH-ILLINOIS** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **AMERITECH-ILLINOIS** 911 SR.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **AMERITECH-ILLINOIS**.

4.2.10 CLEC will cooperate with **AMERITECH-ILLINOIS** to promptly test all 911 trunks and facilities between CLEC's network and the **AMERITECH-ILLINOIS** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **AMERITECH-ILLINOIS** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **AMERITECH-ILLINOIS** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **AMERITECH-ILLINOIS** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AMERITECH-ILLINOIS** will refer network trouble to CLEC if no defect is found in **AMERITECH-ILLINOIS**' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **AMERITECH-ILLINOIS'** for inclusion in **AMERITECH-ILLINOIS**' DBMS on a timely basis. **AMERITECH-ILLINOIS** and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing **AMERITECH-ILLINOIS** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **AMERITECH-ILLINOIS** 911 DBMS provided they are returned to the CLEC in timely fashion and in a standard electronic format.

4.3.5 The CLEC shall reimburse **AMERITECH-ILLINOIS** for any additional database charges incurred by **AMERITECH-ILLINOIS** for errors in ALI data updates caused by CLEC or its third-party agent.

4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated **AMERITECH-ILLINOIS** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 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 E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AMERITECH-ILLINOIS**' Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **AMERITECH-ILLINOIS** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **AMERITECH-ILLINOIS**' Selective Routing. **AMERITECH-ILLINOIS** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AMERITECH-ILLINOIS** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **AMERITECH-ILLINOIS** not later than forty-five (45) days prior to the passing of live traffic. **AMERITECH-ILLINOIS** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to **AMERITECH-ILLINOIS** prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate

expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In Illinois, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **AMERITECH-ILLINOIS**' Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 **AMERITECH-ILLINOIS**' liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AMERITECH-ILLINOIS** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment

and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AMERITECH-ILLINOIS** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **AMERITECH-ILLINOIS**, CLEC shall not be liable to **AMERITECH-ILLINOIS**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AMERITECH-ILLINOIS** until service is restored.

9.3 CLEC agrees to release **AMERITECH-ILLINOIS** from any and all Loss arising out of **AMERITECH-ILLINOIS**' provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, to the extent that CLEC committed the act or omission proximately causing the Loss.

9.4 CLEC also agrees to release, **AMERITECH-ILLINOIS** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, to the extent that CLEC committed the act or omission proximately causing the Loss.

9.5 Information provided pursuant to this Appendix shall be subject to confidentiality protection as provided in the Terms and Conditions.

10. MUTUALITY

10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AMERITECH-ILLINOIS** request such services, CLEC will provide such services to **AMERITECH-ILLINOIS** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX FCC MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, **AMERITECH-ILLINOIS** means the applicable listed ILEC doing business in Illinois

1.2 **AMERITECH-ILLINOIS** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **AMERITECH-ILLINOIS** obligations cease under the FCC Merger Conditions

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, **AMERITECH-ILLINOIS** will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.

3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, **AMERITECH-ILLINOIS'** provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **AMERITECH-ILLINOIS** receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by **AMERITECH-ILLINOIS**, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate **AMERITECH-ILLINOIS** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by CLEC, within one month of the Merger Closing Date, **AMERITECH-ILLINOIS** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **AMERITECH-ILLINOIS** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **AMERITECH-ILLINOIS** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **AMERITECH-ILLINOIS** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately $3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE** 's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 **AMERITECH-ILLINOIS** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **AMERITECH-ILLINOIS**' provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **AMERITECH-ILLINOIS** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **AMERITECH-ILLINOIS**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **AMERITECH-ILLINOIS** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 **AMERITECH-ILLINOIS** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **AMERITECH-ILLINOIS**' provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **AMERITECH-ILLINOIS** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **AMERITECH-ILLINOIS**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **AMERITECH-ILLINOIS** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this

Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 **AMERITECH-ILLINOIS** will provide CLEC promotional resale discounts on telecommunications services that **AMERITECH-ILLINOIS** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **AMERITECH-ILLINOIS**' provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless **AMERITECH-ILLINOIS** receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **AMERITECH-ILLINOIS**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **AMERITECH-ILLINOIS** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **AMERITECH-ILLINOIS** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For

purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **AMERITECH-ILLINOIS** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **AMERITECH-ILLINOIS** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **AMERITECH-ILLINOIS** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **AMERITECH-ILLINOIS**' provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **AMERITECH-ILLINOIS**' provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9.3 Notwithstanding 9.1 and 9.2 above, **AMERITECH-ILLINOIS** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **AMERITECH-ILLINOIS** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **AMERITECH-ILLINOIS**' TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **AMERITECH-ILLINOIS** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **AMERITECH-ILLINOIS** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **AMERITECH-ILLINOIS** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **AMERITECH-ILLINOIS** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **AMERITECH-ILLINOIS** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **AMERITECH-ILLINOIS**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **AMERITECH-ILLINOIS** after the date of such termination or order or finding. Thereafter, **AMERITECH-ILLINOIS**' continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting **AMERITECH-ILLINOIS**' switches which can be shared by more than one LEC, including **AMERITECH-ILLINOIS**. These facilities include those between **AMERITECH-ILLINOIS**' End Office Switches, between **AMERITECH-ILLINOIS**' End Office Switch and **AMERITECH-ILLINOIS**'s Tandem Office Switch, and between **AMERITECH-ILLINOIS**'s Tandem Office Switches.

14.1.2 **AMERITECH-ILLINOIS** will not require use of dedicated transport or customized routing to complete calls using ULS-IST. **AMERITECH-ILLINOIS** will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.

14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through **AMERITECH-ILLINOIS**' network to non-**AMERITECH-ILLINOIS** switches, **AMERITECH-ILLINOIS** provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to **AMERITECH-ILLINOIS**' ULS-IST to use shared facilities and not dedicated transport between

AMERITECH-ILLINOIS' Central Offices and other carrier's switches providing local, wireless, or interexchange services.

14.1.4 Therefore, all Requesting Carrier's traffic between **AMERITECH-ILLINOIS** switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-**AMERITECH-ILLINOIS** switches will utilize the transit function of Interim Shared Transport.

14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. **AMERITECH-ILLINOIS** reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.

14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.

14.1.7 To provide access to ULS-IST, **AMERITECH-ILLINOIS** will utilize its existing routing tables contained in **AMERITECH-ILLINOIS** switches when Requesting Carrier subscribes to ULS-IST in this Schedule.

14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an **AMERITECH-ILLINOIS** End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including **AMERITECH-ILLINOIS**' telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

14.2.1 **AMERITECH-ILLINOIS** will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.

14.2.2 **AMERITECH-ILLINOIS** will also charge a Requesting Carrier using **AMERITECH-ILLINOIS**' ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating **AMERITECH-ILLINOIS** end office or transiting and applicable termination charges for traffic to a non-**AMERITECH-ILLINOIS** end office. **AMERITECH-ILLINOIS** will not charge a Telecommunications Carrier using **AMERITECH-ILLINOIS**' local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is

delivered by shared transport facilities. **AMERITECH-ILLINOIS** will not create message records for terminating usage under the FCC Conditions.

14.2.2.1 All local and intraLATA traffic is billed from the originating record.

14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an **AMERITECH-ILLINOIS** end office.

14.2.3.4.2 Tandem routed traffic terminating to an **AMERITECH-ILLINOIS** end office.

14.2.3.4.3 Direct routed traffic terminating to a non-**AMERITECH-ILLINOIS** end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-**AMERITECH-ILLINOIS** end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using **AMERITECH-ILLINOIS**' ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("**IXC**"), **AMERITECH-ILLINOIS** will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, **AMERITECH-ILLINOIS** will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use ("MOU") was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by **AMERITECH-ILLINOIS**' average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of **AMERITECH-ILLINOIS**' network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier's ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or

methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission's final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

14.5.2 **AMERITECH-ILLINOIS** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.

14.6 BLOCKING

14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE ILLINOIS ONLY

15.1 **AMERITECH-ILLINOIS** will provide, in the state Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **AMERITECH-ILLINOIS** will provide, in the state of Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Illinois Merger Conditions.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.

1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.

1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.

1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.

1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.

1.6 Calls from WATS, hotel/motel, **AMERITECH-ILLINOIS** Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.

1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.

1.8 Call Blocking will be provided only where CO facilities permit.

1.9 Call Blocking may not be limited to specific programs.

1.10 Call Blocking does not block calls to other telephone companies' numbers.

1.11 Call Blocking does not block long distance charges.

1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.

1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.

1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.

1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the **AMERITECH-ILLINOIS** entity code (R or NBT).

1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC(s) doing business in Illinois.

2. DEFINTIONS

2.1 **"Subscriber Access Lines"** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **"Feature Group A (FGA) Switched Access Service"** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).

2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made

a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.

7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company	
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX

ACCESS LINE

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	% Ownership of Access Line	% Ownership of Transport Facilities	LATA

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APPENDIX FX

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS**- As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

2. DEFINTIONS

2.1 **"Customer"** – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.

2.2 **"Foreign Exchange (FX) Service"**

2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.

2.2.2 FX Service is generally provided in one of two ways. The "line haul" foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a "dedicated prefix" arrangement, the customer's ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer's traffic over dedicated or

switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **"Primary Party"** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **"Serving or Closed End Exchange"** denotes the exchange in which the FX customer is physically located.

2.6 **"Secondary Party"** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the

Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 This Appendix provides descriptions of the trunking requirements between CLEC and **AMERITECH-ILLINOIS**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.4 Local trunk groups may only be used to transport traffic between the parties End Users.

1.5 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to **AMERITECH-ILLINOIS** End Users.

2. DEFINITIONS

2.1 Intentionally Omitted.

2.2 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC(s) doing business in Illinois.

2.2 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC Tandem or End Office switch and an

AMERITECH-ILLINOIS Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to **AMERITECH-ILLINOIS** (CLEC originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **AMERITECH-ILLINOIS** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **AMERITECH-ILLINOIS** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.4 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.

3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **AMERITECH-ILLINOIS** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AMERITECH-ILLINOIS** deploys in its network , Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **AMERITECH-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 Users.

4.2 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **AMERITECH-ILLINOIS** Tandems on the trunk groups defined below. **AMERITECH-ILLINOIS** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.2.1 Upon becoming aware that transit traffic through the **AMERITECH-ILLINOIS** Tandem between CLEC and another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall use best efforts to enter into an arrangement within 60 days (or as soon thereafter as possible) with such Local Exchange Carrier, CLEC or wireless carrier to establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via **AMERITECH-ILLINOIS'** Tandem switches, and not at or through any **AMERITECH- ILLINOIS** End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **AMERITECH-ILLINOIS** acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.1, **AMERITECH-ILLINOIS** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **AMERITECH-ILLINOIS** End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group

when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

4.5 All traffic received by **AMERITECH-ILLINOIS** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from **AMERITECH-ILLINOIS** must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **AMERITECH-ILLINOIS** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.5.1 **AMERITECH-ILLINOIS** traffic to CLEC over end office trunks shall be local traffic and intraLATA toll traffic. To the extent **AMERITECH-ILLINOIS** passes interexchange (IXC) traffic over these trunks, **AMERITECH-ILLINOIS** will capture and pass to CLEC the records required by Section 3.3 of Appendix Recording. To the extent **AMERITECH-ILLINOIS** passes intraLATA toll traffic over these trunks, **AMERITECH-ILLINOIS** will continue to pass intraLATA toll information to CLEC in the same manner **AMERITECH-ILLINOIS** passes intraLATA toll traffic information to CLEC as of the Effective Date of this Agreement.

4.6 Trunk Configuration

4.6.1 Trunk Configuration –

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a

different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

5.1 The following trunk groups shall used to exchange various types of traffic between CLEC and **AMERITECH-ILLINOIS**.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **AMERITECH-ILLINOIS** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the) Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **AMERITECH-ILLINOIS** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **AMERITECH-ILLINOIS** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **AMERITECH-ILLINOIS**

5.4.1 InterLATA traffic shall be transported between CLEC switch and the **AMERITECH-ILLINOIS** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC’s End

Users and inter exchange carriers via a **AMERITECH-ILLINOIS** Access Tandem.

5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("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.

5.4.3 When **AMERITECH-ILLINOIS** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each **AMERITECH-ILLINOIS** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

5.4.5 Intentionally Omitted.

5.4.6 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.7 **AMERITECH-ILLINOIS** will not block switched access customer traffic delivered to any **AMERITECH-ILLINOIS** Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **AMERITECH-ILLINOIS** Access Tandem that CLEC switch subtends in each LATA. In no event will **AMERITECH-ILLINOIS** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **AMERITECH-ILLINOIS** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. **AMERITECH-ILLINOIS** also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with **AMERITECH-ILLINOIS**' Access Tandem(s).

5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **AMERITECH-ILLINOIS** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **AMERITECH-ILLINOIS**

5.5.1 If CLEC chooses **AMERITECH-ILLINOIS** to handle 800/(8YY) database queries from its switches, all CLEC 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 CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AMERITECH-ILLINOIS** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **AMERITECH-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.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intra-LATA/inter-LATA) 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, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **AMERITECH-ILLINOIS** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA 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 **AMERITECH-ILLINOIS**' Access Tandem. Calls will be routed to **AMERITECH-ILLINOIS** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **AMERITECH-ILLINOIS**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.6.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **AMERITECH-ILLINOIS** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

5.6.3 CLEC will cooperate with **AMERITECH-ILLINOIS** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **AMERITECH-ILLINOIS** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

5.7.1 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 (except **AMERITECH-ILLINOIS** – which uses SS7). 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. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 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*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **AMERITECH-ILLINOIS** of the need to establish a one-way outgoing SS7 or MF trunk group from the **AMERITECH-ILLINOIS** HVCI/Mass Calling Serving Office to the CLEC customer's serving office and **AMERITECH-ILLINOIS** shall establish this trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **AMERITECH-ILLINOIS** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **AMERITECH-ILLINOIS** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AMERITECH-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 **AMERITECH-ILLINOIS** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 Where **AMERITECH-ILLINOIS** and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **AMERITECH-ILLINOIS** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **AMERITECH-ILLINOIS** OPERATOR

SERVICES Tandem utilizing MF signaling. Reciprocally, **AMERITECH-ILLINOIS** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

5.8.2 If **AMERITECH-ILLINOIS** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A trunk group for these services will be required to the appropriate **AMERITECH-ILLINOIS** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. The same trunk group may be used for Operator Services and DA. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a one-way trunk group to each **AMERITECH-ILLINOIS** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. The same trunk group may be used for Operator Services and DACC. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **AMERITECH-ILLINOIS**' operator is under contract to verify the busy status of the CLEC End Users, **AMERITECH-ILLINOIS** will utilize a segregated one-way with MF signaling trunk group from **AMERITECH-ILLINOIS**' Operator Services

Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **AMERITECH-ILLINOIS**' OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONAIRE

5.8.2.6.1 If CLEC chooses **AMERITECH-ILLINOIS** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: AMERITECH-ILLINOIS

6.1 If it has not already done so under a prior interconnection agreement, CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **AMERITECH-ILLINOIS** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC

shall provide subsequent forecasts 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 **AMERITECHILLINOIS** General Trunk Forecast. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three year. Forecasts shall be non-binding on both **AMERITECH-ILLINOIS** and CLEC. **AMERITECH-ILLINOIS** shall take CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing as the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 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

6.2.2 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.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/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.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. **AMERITECH-ILLINOIS** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **AMERITECH-ILLINOIS**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AMERITECH-ILLINOIS

7.1 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*
Local Direct End Office (Final)	2%
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%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AMERITECH-ILLINOIS

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), **AMERITECH-ILLINOIS** and will issue ASRs for trunk groups for traffic that originates in **AMERITECH-ILLINOIS** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send 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 developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The forms can be obtained from www.atis.org/atis/clc/obf/download.htm.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by **AMERITECH-ILLINOIS** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 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 of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (10 business days for **AMERITECH-ILLINOIS**)

8.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.4.1.4 If **AMERITECH-ILLINOIS** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AMERITECH-ILLINOIS** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AMERITECH-ILLINOIS** will issue an ASR to resize the Interconnection trunks and facilities.

8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.5.1 Within ten (10) business days after receipt of the TGSR, upon review of and in response to the TGSR received

8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **AMERITECH-ILLINOIS**' Switched Access service.

8.6 Projects require the coordination and execution of multiple orders or related activities between and among **AMERITECH-ILLINOIS** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AMERITECH-ILLINOIS** will be responsible for engineering its network on its side of the POI.

8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be no longer than 21 days from receipt of a request by either party provided that due dates for installation of more than 96 trunks shall be on an individual case basis. If either CLEC or **AMERITECH-ILLINOIS** is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the parties will reschedule the date no more than 7 days from the original date.

8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

8.10 Intentionally Omitted.

8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE:

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT:

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit 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. CLEC and **AMERITECH-ILLINOIS** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 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

10.2.2 used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **AMERITECH-ILLINOIS** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX MESSAGE EXCHANGE

MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND UNBUNDLED SERVICE

1. RESERVATION

1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means the above listed ILECs doing business in Illinois.

1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA.

1.4.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

1.4.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.

1.5 **AMERITECH-ILLINOIS** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AMERITECH-ILLINOIS** provides itself, a subsidiary, an affiliate, or any other party to which **AMERITECH-ILLINOIS** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

2.1 **AMERITECH-ILLINOIS'** network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **AMERITECH-ILLINOIS'** network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. The physical architecture plan will be completed within 60 days from CLEC's written request for interconnection in a new LATA contingent upon the parties mutual agreement on the architecture. Due to state regulatory calling scope requirements, **AMERITECH-ILLINOIS** requires Interconnection at all Tandems in a LATA. CLEC and **AMERITECH-ILLINOIS** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **AMERITECH-ILLINOIS** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and **AMERITECH-ILLINOIS'** End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.1.1 The planning session for the physical architecture design shall be scheduled within 21 Calendar days following the request by either Party but shall be held on the scheduled date only if the Trunk Forecast, Network Information Sheets and Verification Work Sheets are rendered complete (to the extent CLEC is not relying on information from Ameritech to complete) to **AMERITECH-ILLINOIS** by CLEC at least ten (10) days prior to that date.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or

LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where **AMERITECH-ILLINOIS** operates as an incumbent LEC and CLEC has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.

2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the CLEC switch to each **AMERITECH-ILLINOIS** Access Tandem where CLEC originates or terminates local and/or toll traffic with **AMERITECH-ILLINOIS**.

2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. To the extent that the parties agree to provide joint SONET or fiber meet, the CLEC may use the joint SONET facility to carry OS/DA, 911 or mass calling on its side of the POI.

2.8 If CLEC has established Collocation in a **AMERITECH-ILLINOIS** End Office, direct End Office trunks to that End Office shall be over the financial responsibility of the CLEC. If CLEC has not established Collocation in a **AMERITECH-ILLINOIS** End Office, **AMERITECH-ILLINOIS** shall provision the facilities for the direct End Office trunks from the POI to the **AMERITECH-ILLINOIS** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **AMERITECH-ILLINOIS** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **AMERITECH-ILLINOIS** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **AMERITECH-ILLINOIS** Tandem or End Office and wishes for **AMERITECH-ILLINOIS** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **AMERITECH-ILLINOIS** and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a **AMERITECH-ILLINOIS** Tandem or End Office within each LATA.

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain SONET system. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.

3.4.3 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 may share the investment of the fiber as mutually agreed. 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.

3.4.4 There are four basic Fiber Meet design options. In the event that the Fiber Meet designs implemented between CLEC and **AMERITECH-ILLINOIS** under predecessor interconnection agreement are substantially of the Design Four type, and the existing facilities are available, the parties agree to use Design Four for any new Fiber Meet facilities provisioned under this Agreement. In the event that the requirements stated in the preceding sentence cannot be fulfilled or if CLEC desires use of a different design at a particular Fiber Meet, the options 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

3.4.4.1 Design One: CLEC's fiber cable (four fibers) and **AMERITECH-ILLINOIS'** fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and **AMERITECH-ILLINOIS** locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or **AMERITECH-ILLINOIS** designated) manhole at the **AMERITECH-ILLINOIS** Tandem or End Office switch. **AMERITECH-ILLINOIS** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **AMERITECH-ILLINOIS** to pull the fiber cable through the **AMERITECH-ILLINOIS** cable vault and terminate on the **AMERITECH-ILLINOIS** fiber distribution frame (FDF) in **AMERITECH-ILLINOIS'** office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **AMERITECH-ILLINOIS** shall take the fiber from the manhole and terminate it inside **Ameritech-Illinois'** office on the FDF at **AMERITECH-ILLINOIS'** expense. In this case the POI shall be at the **AMERITECH-ILLINOIS** designated manhole location.

3.4.4.3 Design Three: **AMERITECH-ILLINOIS** will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable **AMERITECH-ILLINOIS** to deliver fiber optic facilities into that manhole. **AMERITECH-ILLINOIS** will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. **AMERITECH-ILLINOIS** shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and **AMERITECH-ILLINOIS** each 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. **AMERITECH-ILLINOIS** will provide the fibers associated with the "working" side of the system. CLEC 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 **AMERITECH-ILLINOIS** location.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **AMERITECH-ILLINOIS**. This location is CLEC's responsibility to provision and maintain.

3.4.6 The **AMERITECH-ILLINOIS** location includes all **AMERITECH-ILLINOIS** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **AMERITECH-ILLINOIS'** responsibility to provision and maintain.

3.4.7 **AMERITECH-ILLINOIS** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of 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.

3.4.9 CLEC and **AMERITECH-ILLINOIS** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and **AMERITECH-ILLINOIS**.

4. RESPONSIBILITIES OF THE PARTIES

4.1 If CLEC determines to offer local Interconnection within an **AMERITECH-ILLINOIS** area, CLEC shall provide written notice to **AMERITECH-ILLINOIS** of the need to establish Interconnection in each LATA. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii)

CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **AMERITECH-ILLINOIS** Central Offices, CLEC shall provide written notice to **AMERITECH-ILLINOIS**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **AMERITECH-ILLINOIS** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange/LATA, **AMERITECH-ILLINOIS** shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 CLEC and **AMERITECH-ILLINOIS** shall work cooperatively to install and maintain a reliable network. CLEC and **AMERITECH-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.

4.5 CLEC and **AMERITECH-ILLINOIS** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

4.6 CLEC and **AMERITECH-ILLINOIS** shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover leasing of facilities for purposes of Interconnection. **AMERITECH-ILLINOIS** offers leased facilities from the applicable Access Tariff.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means an ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Numbering Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. Intentionally omitted.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Intentionally Omitted

3.2 Service Provided

3.2.1 **AMERITECH-ILLINOIS** provides CLECs the use of the **AMERITECH-ILLINOIS** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem,

and/or end office's LRN software will determine the need for, and triggers, the query. **AMERITECH-ILLINOIS** PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **AMERITECH-ILLINOIS** will provide CLEC the use of the **AMERITECH-ILLINOIS** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **AMERITECH-ILLINOIS**

3.3.1 **AMERITECH-ILLINOIS** has deployed LRN in all of their switches.

3.3.2 Intentionally Omitted

3.3.4 **AMERITECH-ILLINOIS** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC will access **AMERITECH-ILLINOIS'** facilities via either SBC or another provider's SS7 link: **AMERITECH-ILLINOIS** - Section 8 of FCC No. 2 Access Service Tariff/ to the **AMERITECH-ILLINOIS** STP. To the extent that CLEC does not select **AMERITECH-ILLINOIS** as its primary SPNP Database provider, CLEC may use other SS7 and SPNP Database Query Service Providers.

3.4.2 Intentionally Omitted

3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and

the associated data as identified in industry forums as being required for PNP.

3.4.4 Intentionally Omitted

3.4.5 When CLEC requests that an NXX in an LRN capable **AMERITECH-ILLINOIS** switch become portable, CLEC shall follow the industry standard LERG procedure.

3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 For EDI orders CLEC shall adhere to **AMERITECH-ILLINOIS**' Local Service Request (LSR) format and PNP due date intervals.

3.4.8 CLEC shall adhere to reserved number standards as set by the FCC.

3.5 Obligations of Both Parties

3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

3.5.2 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.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 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 InterIndustry LNP Regional Team for porting.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.5.8 **AMERITECH-ILLINOIS** will provide 10-digit trigger on all LNP orders. 10-digit trigger will not be provided on orders where numbers are ported out of a DMS10 switch.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within - **AMERITECH-ILLINOIS** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. If geographic number portability shall be available during the term of this Agreement, and is ordered by the FCC or the Commission, or if Ameritech offers geographic number portability to its own customers, the parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the parties are unable to negotiate such changes within 30 days, either party may invoke the dispute resolution procedures under this Agreement.

3.6.2 Telephone numbers in the following **AMERITECH-ILLINOIS** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AMERITECH-ILLINOIS** Official Communications Services (OCS) NXXs.

3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

3.7.1 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.

3.7.2 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 CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 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.

3.7.5 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.

3.7.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform 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. CLEC will perform N-1 responsibilities on the same terms as Ameritech provides for in its applicable tariff.

3.7.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each party will be at the rate set forth in Ameritech's applicable tariff.

3.7.8 Both parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in **AMERITECH-ILLINOIS** - Section 6 of the FCC No. 2 Access Services Tariff

3.8.2 CLEC agrees not to charge **AMERITECH-ILLINOIS**, nor any SBC Affiliate, SBC Subsidiary, or **AMERITECH-ILLINOIS** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

4.1 **AMERITECH-ILLINOIS** has deployed LRN in all of their switches.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **AMERITECH-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 objectives usually create this condition: (a) low call completion; and (b) high call completion.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **AMERITECH-ILLINOIS** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 **AMERITECH-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 **AMERITECH-ILLINOIS** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **AMERITECH-ILLINOIS** mass calling tandem and/or **AMERITECH-ILLINOIS** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **AMERITECH-ILLINOIS** 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.

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

5.3 Obligations of **AMERITECH-ILLINOIS**

5.3.1 **AMERITECH-ILLINOIS** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **AMERITECH-ILLINOIS** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

5.3.2 **AMERITECH-ILLINOIS** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **AMERITECH-ILLINOIS** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

5.4.1 CLEC shall agree to adhere to **AMERITECH-ILLINOIS** LSR format and mass calling due date intervals as set out in the Ameritech Trunking Interval Guide.

5.4.2 The CLEC shall provide the facility and DID trunk group from the **AMERITECH-ILLINOIS** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **AMERITECH-ILLINOIS** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **AMERITECH-ILLINOIS**'s tandem and/or **AMERITECH-ILLINOIS** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **AMERITECH-ILLINOIS** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF and SS7 trunk groups shall not be combined within a DS1 facility. A separate DS1 facility per signaling type must be used. Where

AMERITECH-ILLINOIS and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to reserved number standards set by the FCC. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept

6. Intentionally omitted.

7. PROVISION OF PNP BY CLEC TO AMERITECH-ILLINOIS

7.1 CLEC shall provide PNP to **AMERITECH-ILLINOIS** under no less favorable terms and conditions as when **AMERITECH-ILLINOIS** provides such services to CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.

1.2 As used herein, **AMERITECH-ILLINOIS** means the above listed ILEC doing business in Illinois.

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 the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **AMERITECH-ILLINOIS** rate center 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). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, the CLEC shall obtain a separate thousand block for each. This will enable CLEC and **AMERITECH-ILLINOIS** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

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 technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) 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 Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under “OTHER”. In a Thousand block number pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILECs doing business in Illinois.

2. SERVICES

2.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide the following OS:

2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an **AMERITECH-ILLINOIS** operator, hereafter called "Operator.

2.1.1.1 This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.2 Intentionally omitted.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **AMERITECH-ILLINOIS** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 Intentionally Omitted

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **AMERITECH-ILLINOIS** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **AMERITECH-ILLINOIS** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will brand OS in CLEC's name based upon the criteria outlined below:

4.1.1 Where **AMERITECH-ILLINOIS** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **AMERITECH-ILLINOIS** is only providing OS on behalf of the CLEC, the calls will be branded.

4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.3 CLEC will provide written specifications of its company name to be used by **AMERITECH-ILLINOIS** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 Intentionally Omitted

4.1.5 A CLEC purchasing **AMERITECH-ILLINOIS** unbundled local switching is responsible for maintaining CLEC's End User customer records in **AMERITECH-ILLINOIS** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Intentionally Omitted

4.1.7 Branding Load Charges

4.1.7.1 **AMERITECH-ILLINOIS** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish OS Rate and Reference Information by the OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

5.1.2 CLEC will inform **AMERITECH-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. CLEC acknowledges that it is responsible to provide **AMERITECH-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 CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.

5.1.4 **AMERITECH-ILLINOIS** - When an Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will quote the applicable OS rates as provided by CLEC.

5.1.4.1 **AMERITECH-ILLINOIS –** In the interim, when an Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **AMERITECH-ILLINOIS** and has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. INTENTIONALLY OMITTED

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **AMERITECH-ILLINOIS** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **AMERITECH-ILLINOIS** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **AMERITECH-ILLINOIS** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **AMERITECH-ILLINOIS** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force schedule issues, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s)

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **AMERITECH-ILLINOIS** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **AMERITECH-ILLINOIS**, CLEC 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.

8.3 Facilities necessary for the provision of OS 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.

8.4 CLEC will furnish to **AMERITECH-ILLINOIS** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 CLEC will provide **AMERITECH-ILLINOIS** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **AMERITECH-ILLINOIS**, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 **AMERITECH-ILLINOIS** will provide OS to CLEC's End Users in accordance with **AMERITECH-ILLINOIS** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with OS, including all services set out in this Appendix, are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2 Beyond the specified term of this Appendix, **AMERITECH-ILLINOIS** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

11.2 **AMERITECH-ILLINOIS** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

12.1 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 performance under this Appendix. 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 performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

13. TERMS OF APPENDIX

13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **AMERITECH-ILLINOIS**, within thirty (30) days of the issuance of any bills by **AMERITECH-ILLINOIS**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS

(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

1.2 Southwestern Bell Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS** - As used herein, means **AMERITECH-ILLINOIS** the applicable above listed ILEC(s) doing business in Illinois.

1.4 **AMERITECH-ILLINOIS** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

2.1 **"LSC"** means Information Industry Service Center (IISC) for **AMERITECH-ILLINOIS**.

2.2 "**LOC"** means the Customer Response Unit (CRU) for **AMERITECH-ILLINOIS**.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **AMERITECH-ILLINOIS** shall not be required to

accept and process orders manually) except when the electronic order processing is unavailable, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS interfaces:**

3.2.1 For **AMERITECH-ILLINOIS**, CLEC agrees to utilize **AMERITECH-ILLINOIS** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **AMERITECH-ILLINOIS**. In addition, CLEC agrees that such use will comply with the summary of **AMERITECH-ILLINOIS** 's Competitive Local Exchange Carrier Security Policies and Guidelines identified in section 9 of this Appendix.

3.2.2 Intentionally Omitted.

3.3 Within **AMERITECH-ILLINOIS** regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:

3.3.1 Intentionally Omitted.

3.3.2 Intentionally Omitted.

3.3.3 The CLEC may choose to use ***this*** CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). CLEC must have documented authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

3.3.3.1 Intentionally Omitted.

3.3.4 Throughout **AMERITECH-ILLINOIS** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **AMERITECH-ILLINOIS** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs

dependent on region of operation. In addition, CLEC agrees to perform accurate and correct ordering as it relates to **Ameritech-Illinois'** UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. CLEC is also responsible for all actions of its employees using any of **Ameritech-Illinois'** OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AMERITECH-ILLINOIS** in attempting to provision orders, even if such orders are later discovered to be inaccurate due to inaccurate ordering or usage of the OSS by CLEC, if such costs are not already recovered through other charges assessed by **AMERITECH-ILLINOIS** to CLEC. If inaccurate orders are discovered prior to Ameritech taking actions to provision the orders, no additional charges will apply. In addition, **AMERITECH-ILLINOIS** retains the right to audit all activities by CLEC using any **AMERITECH-ILLINOIS** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed prior to or in conjunction with the execution of this Agreement.

3.5 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **AMERITECH-ILLINOIS** and CLEC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to CLEC within the specific operating region.

3.6 The Resource Center for the **AMERITECH-ILLINOIS** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.7 **AMERITECH-ILLINOIS** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.8 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.

3.9 **AMERITECH-ILLINOIS** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **AMERITECH-ILLINOIS** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be

necessary to comply with emerging guidelines. CLEC and **AMERITECH-ILLINOIS** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **AMERITECH-ILLINOIS** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.10 Due to enhancements and on-going development of access to **Ameritech-Illinois'** OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **AMERITECH-ILLINOIS** shall provide proper notice of interface phase-out as required by the Change Management process.

3.11 CLEC is responsible for obtaining operating system software and hardware to access **AMERITECH-ILLINOIS** OSS functions as specified in: "Ameritech Electronic Service Order Guide (AESOG)", or any other documents or interface requirements subsequently generated by **AMERITECH-ILLINOIS,** provided that material changes shall follow the Change Management Process before being incorporated into the AESOG.

4. PRE-ORDERING

4.1 **AMERITECH-ILLINOIS** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **AMERITECH-ILLINOIS** region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 Intentionally Omitted.

4.2.2 Access to **AMERITECH-ILLINOIS** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **AMERITECH-ILLINOIS** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this

subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

4.2.4 Service availability dates to the End User (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 For **AMERITECH-ILLINOIS**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and

4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 Access to **AMERITECH-ILLINOIS** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **AMERITECH-ILLINOIS** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.

4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 For **AMERITECH-ILLINOIS**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 For **AMERITECH-ILLINOIS**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **AMERITECH-ILLINOIS Resale and UNE Services Pre-Order System Availability: AMERITECH-ILLINOIS** will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, but not more frequently than once a month, **AMERITECH-ILLINOIS**, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5. ORDERING/PROVISIONING

5.1 **AMERITECH-ILLINOIS** provides access to ordering functions (as measured from the time **AMERITECH-ILLINOIS** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **AMERITECH-ILLINOIS** to provision in accordance with applicable **AMERITECH-ILLINOIS** ordering requirements. **AMERITECH-ILLINOIS** will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **AMERITECH-ILLINOIS** makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of **AMERITECH-ILLINOIS** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and

AMERITECH-ILLINOIS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **Ameritech-Illinois'** Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and **AMERITECH-ILLINOIS** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **Ameritech-Illinois'** UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements. In **AMERITECH-ILLINOIS**, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

5.6 **Provisioning for Resale Services and UNEs in AMERITECH-ILLINOIS**: **SBC-SMERITECH** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, **AMERITECH-ILLINOIS** provides CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. **AMERITECH-ILLINOIS** will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Intentionally Omitted.

6.1.2 Intentionally Omitted

6.1.3 Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

6.14 Intentionally Omitted.

6.1.5 Electronic Bonding Interface (EBI) is an interface that is available for

trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **AMERITECH-ILLINOIS**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **AMERITECH-ILLINOIS** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 Intentionally Omitted.

7.1.2 For Resale Services, CLEC may elect to receive its bill on CD.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 Intentionally Omitted.

7.2.2 Intentionally Omitted.

7.2.3 Intentionally Omitted.

7.2.4 CLEC may receive electronically a Usage Extract Feed. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

7.2.5 CLEC may receive Local Disconnect Report records electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In **AMERITECH-ILLINOIS** this information is provided via the EDI 836 transaction set.

7.2.6 Intentionally Omitted.

7.2.7 CLEC may receive a mechanized bill via the **AMERITECH-ILLINOIS** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **AMERITECH-ILLINOIS** also makes available to CLECs a local bill via the **AMERITECH-ILLINOIS** Electronic Billing System (AEBS) transaction set.

7.3.2 Intentionally Omitted.

7.3.3 CLECs will receive a Usage Extract Feed, electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

7.3.4 CLEC may receive Local Disconnect Report records electronically that indicate when CLEC's End Users, change their Competitive Local Exchange Carrier. In **AMERITECH-ILLINOIS** this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

8.1 Intentionally Omitted.

8.2 Intentionally Omitted.

8.3 Intentionally Omitted.

8.4 Intentionally Omitted.

8.5 Intentionally Omitted.

8.6 CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.

8.7 Intentionally Omitted.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with **AMERITECH-ILLINOIS** data facilities for access to OSS will be in compliance with **Ameritech-Illinois'** Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between CLEC and the PRAF and LRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **AMERITECH-ILLINOIS** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **Ameritech-Illinois'** premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **AMERITECH-ILLINOIS**, as appropriate to the ownership of a failed component. As necessary, CLEC and **AMERITECH-ILLINOIS** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 16.5 - 16.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **AMERITECH-ILLINOIS**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 **General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**AMERITECH-ILLINOIS** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any*

evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, CLEC must complete user education classes for **AMERITECH-ILLINOIS**-provided interfaces that affect the **AMERITECH-ILLINOIS** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **AMERITECH-ILLINOIS** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon **AMERITECH-ILLINOIS** availability and will be coordinated among CLEC, the CLEC's **AMERITECH-ILLINOIS** Account

Manager, and **AMERITECH-ILLINOIS** Industry Markets CLEC Training Product Management.

10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **AMERITECH-ILLINOIS** completed registration forms for each student no later than one week prior to the scheduled training class.

10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **AMERITECH-ILLINOIS** system are strictly prohibited.

10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **Ameritech-Illinois'** OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations relating to proprietary and confidential information as set out in the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

11.1 Intentionally Omitted.

11.4 For **AMERITECH-ILLINOIS**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **AMERITECH-ILLINOIS** on an Individual Case Basis (ICB) and priced as such.

11.5 Intentionally Omitted.

12. EFFECTIVE DATE, TERM

12.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending Commission approval, ten (10) days after it is filed with the state Commission; or, alternatively, this Appendix will be effective upon approval by the state Commission when it is approved as a part of the Interconnection Agreement, whichever is earlier.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AMERITECH-ILLINOIS** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **AMERITECH-ILLINOIS**' failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **AMERITECH-ILLINOIS** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **AMERITECH-ILLINOIS** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both **AMERITECH-ILLINOIS** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **AMERITECH-ILLINOIS** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 **AMERITECH-ILLINOIS** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **AMERITECH-ILLINOIS**' control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **AMERITECH-ILLINOIS** or law; (iii) environmental events beyond **AMERITECH-ILLINOIS**' control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by **AMERITECH-ILLINOIS** through the exercise of reasonable

diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **AMERITECH-ILLINOIS**.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **AMERITECH-ILLINOIS** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **AMERITECH-ILLINOIS** agrees to pay the CLEC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.l The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of **AMERITECH-ILLINOIS** to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6.2 In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding in which both parties have the opportunity to participate, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and **AMERITECH-ILLINOIS** does not at this time so agree**.**

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

7.1 Liquidated damages apply to the available, non-diagnostic measures designated in the Business Rules when **AMERITECH-ILLINOIS** delivers Non-complaint

performance as defined in 3.1.3. In no event shall **AMERITECH-ILLINOIS** be required to pay a Liquidated Damage for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred

7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.

7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,000. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

8.1 **AMERITECH-ILLINOIS** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points are greater than 30 for a given measurement.

8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **AMERITECH-ILLINOIS** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT\ [\delta^2_{ILEC}\ (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC}\ (1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Rates or Ratios:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC}/denom_{ILEC}$
$R_{CLEC} = num_{CLEC}/denom_{CLEC}$
$\delta_{DIFF} = SQRT\ [R_{ILEC}\ (1/denom_{CLEC} + 1/ denom_{ILEC})]$

The probability of the Z statistic is obtained from a standard normal distribution.

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance

the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).
For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT\ [\delta^2_{CLEC}\ (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find that row of the table such that M is within the range of values given in the first two columns of the table. (3) Reading across that row determine the value of F from the third column. (4) The critical probability for determining compliance in each statistical test performed on the M measures is calculated by interpolating the last two columns of the table for that row. For example, suppose a CLEC has 50 measures. The applicable row has the range of 49 to 60 measures. The F value for that row is 7 and the critical probabilities is

$$6.2\% - (6.2\% - 5\%)\frac{50-49}{60-49} = 6.1\%$$

9. TABLE OF CRITICAL VALUES

Number of Measures Reported to the CLEC (M)		(F)	Critical Probabilities for Assessing Parity and Compliance (P)	
Minimum Value in the Range Associated with F	Maximum Value in the Range Associated with F	Maximum Number of Failures that May be Excused	Probability for Minimum Value in the Range	Probability for Maximum Value in the Range
1	1	0	1.00%	1.00%
2	3	1	10.00%	5.90%
4	9	2	14.10%	5.30%
10	17	3	9.30%	5.20%
18	26	4	7.70%	5.20%
27	37	5	7.00%	5.10%
38	48	6	6.50%	5.10%
49	60	7	6.20%	5.00%
61	72	8	6.00%	5.00%
73	85	9	5.90%	5.00%
86	98	10	5.70%	5.00%
99	111	11	5.60%	5.00%
112	124	12	5.60%	5.00%
125	138	13	5.60%	5.00%
139	152	14	5.50%	5.00%
153	167	15	5.50%	5.00%
168	181	16	5.40%	5.00%
182	196	17	5.40%	5.00%
197	210	18	5.40%	5.00%
211	225	19	5.40%	5.00%
226	240	20	5.30%	5.00%

241	255	21	5.30%	5.00%
256	270	22	5.30%	5.00%
271	286	23	5.30%	5.00%
287	301	24	5.30%	5.00%
302	317	25	5.30%	5.00%
318	332	26	5.20%	5.00%
333	348	27	5.20%	5.00%
349	364	28	5.20%	5.00%
365	380	29	5.20%	5.00%
381	395	30	5.20%	5.00%
396	411	31	5.20%	5.00%
412	427	32	5.20%	5.00%
428	444	33	5.20%	5.00%

10. LIMITATIONS

10.1 **AMERITECH-ILLINOIS** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. Any dispute regarding whether a **AMERITECH-ILLINOIS** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

10.2 **AMERITECH-ILLINOIS** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **AMERITECH-ILLINOIS**' control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **AMERITECH-ILLINOIS** or law; (iii) environmental events beyond **AMERITECH-ILLINOIS**' control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **AMERITECH-ILLINOIS** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **AMERITECH-ILLINOIS** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **AMERITECH-ILLINOIS**' compliance with the Performance Criteria, or (ii) only suspends **AMERITECH-ILLINOIS**'s ability to timely perform the activity, the applicable time frame in which **AMERITECH-ILLINOIS**'s compliance with the Performance Criteria is

measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

11.1 **AMERITECH-ILLINOIS** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

11.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

11.3 CLEC will have access to monthly reports through an interactive Website.

11.4 **AMERITECH-ILLINOIS** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

11.6 **AMERITECH-ILLINOIS** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Illinois	$.51M

12. AUDITS

12.1 CLEC and **AMERITECH-ILLINOIS** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **AMERITECH-ILLINOIS** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **AMERITECH-ILLINOIS** 5 days advance written notice (including e-mail).

12.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

12.3 CLEC will bear the expense of the mini-audits, unless **AMERITECH-ILLINOIS** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **AMERITECH-ILLINOIS** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

14.1 **AMERITECH-ILLINOIS** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall

also be incorporated into this Agreement by reference. However, in accordance with section 6.2, above, the terms and conditions of this Attachment shall be superceded by subsequent orders of the state Commission that approves this Agreement under Section 252(e) of the Act, and any subsequent Commission-ordered modifications shall be incorporated into this Agreement automatically and shall replace the FCC Merger Conditions. **AMERITECH-ILLINOIS** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX RECORDING

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which **AMERITECH-ILLINOIS** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II,** Exhibits I and II are part of this Appendix by reference.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS**, means the applicable above listed ILEC doing business in Illinois.

2. DEFINITIONS

2.1 **"Access Usage Record (AUR)"** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill IntraLATA and InterLATA accesstoInterexchange Carriers (IXCs).

2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "**Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"Centralized Message Distribution System (CMDS)"** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **AMERITECH-ILLINOIS** and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by **AMERITECH-ILLINOIS** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 **"Exchange Message Record (EMR**)" - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.

2.11 "**Message Processing" -** the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail Access Usage Records are consistent with CMDS specifications.

2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **AMERITECH-ILLINOIS**'s internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Service Switching Point (SSP)"** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"Switching Control Point (SCP)"** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 **"800 SCP Carrier Access Usage Summary Record (SCP Record)"** - a summary record which contains information concerning the quantity and types of queries launched to an **AMERITECH-ILLINOIS** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.

2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 **AMERITECH-ILLINOIS** will record all IXC transported messages for TDS, including toll messages that originate with **AMERITECH-ILLINOIS**, carried over all Feature Group Switched Access Services that are available to **AMERITECH-ILLINOIS** provided recording equipment or operators.

3.2 **AMERITECH-ILLINOIS** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **AMERITECH-ILLINOIS**.

3.3 **AMERITECH-ILLINOIS** will provide Access Usage Records that are generated by **AMERITECH-ILLINOIS**. Such records will include interLATA toll traffic that originates on **AMERITECH-ILLINOIS**'s network. **AMERITECH-ILLINOIS** will also provide to CLEC all Access Usage Records that it receives

from secondary toll carriers for the intraLATA toll traffic that it receives from those carriers and transits to CLEC.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by **AMERITECH-ILLINOIS**, during the billing period established by **AMERITECH-ILLINOIS** and selected by CLEC.

3.5 OBF Standard EMR record formats for the provision of billable message detail and access usage record detail will be used by **AMERITECH-ILLINOIS** and provided to CLEC.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 **AMERITECH-ILLINOIS** will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **AMERITECH-ILLINOIS** reserves the right to limit the frequency of transmission to existing **AMERITECH-ILLINOIS** processing and work schedules, holidays, etc. **AMERITECH-ILLINOIS** will give CLEC prompt notice of any such limitations prior to implementation.

3.9 **AMERITECH-ILLINOIS** will determine the number of data files required to provide the access usage record detail to CLEC.

3.10 Recorded billable message detail and/or access usage record detail previously provided to and received by CLEC and lost or destroyed through no fault of **AMERITECH-ILLINOIS** will not be recovered and made available to CLEC except on an individual case basis at the cost incurred by **AMERITECH-ILLINOIS.**

3.11 When **AMERITECH-ILLINOIS** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **AMERITECH-ILLINOIS** will forward those messages to CLEC.

3.12 **AMERITECH-ILLINOIS** will record the applicable detail necessary to generate Access Usage Records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

4.1 **AMERITECH-ILLINOIS** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by **AMERITECH-ILLINOIS** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

5.1 The limitations of liability and indemnification shall be governed by the General Terms and Conditions of this Agreement, except that the more specific terms of this Appendix shall govern in case of any conflict.

5.2 When **AMERITECH-ILLINOIS** is notified that, due to error or omission, incomplete data has been provided to the CLEC, **AMERITECH-ILLINOIS** will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, **AMERITECH-ILLINOIS** shall have no further obligation to recover the data and shall have no further liability to the CLEC.

5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of **AMERITECH-ILLINOIS** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **AMERITECH-ILLINOIS** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **AMERITECH-ILLINOIS**' liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 **AMERITECH-ILLINOIS** will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **AMERITECH-ILLINOIS**.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings

including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or Access Usage Records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **AMERITECH ILLINOIS**' internal network or using the CMDS network.

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing**.** Except as otherwise expressed herein, consistent with **Ameritech-Illinois'** obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **AMERITECH-ILLINOIS** at the discount set forth in Appendix Pricing.

2.2 **AMERITECH-ILLINOIS** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **AMERITECH-ILLINOIS** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services as defined in the appropriate tariff are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **AMERITECH-ILLINOIS** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **AMERITECH-ILLINOIS** to **AMERITECH-ILLINOIS'** End Users through tariff(s), the rules and regulations associated with **AMERITECH-ILLINOIS'** retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **AMERITECH-ILLINOIS** to its End Users.

3.2 CLEC shall only sell Plexar , Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **AMERITECH-ILLINOIS** retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in **AMERITECH-ILLINOIS'** corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **AMERITECH-ILLINOIS** offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by **AMERITECH-ILLINOIS** contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by **AMERITECH-ILLINOIS** retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with **AMERITECH-ILLINOIS**, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **AMERITECH-ILLINOIS** tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **AMERITECH-ILLINOIS** retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with **AMERITECH-ILLINOIS**, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with **AMERITECH-ILLINOIS'** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 LifeLine and Link-UP Service**:**

3.4.3.1 LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **AMERITECH-ILLINOIS'** existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End

User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no **AMERITECH-ILLINOIS** LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by **AMERITECH-ILLINOIS**.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 **AMERITECH-ILLINOIS** promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **AMERITECH-ILLINOIS'** corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **AMERITECH-ILLINOIS** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffedrate(s).

3.10 **AMERITECH-ILLINOIS** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those

service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **AMERITECH-ILLINOIS** as the incumbent local exchange carrier.

3.11 When an **AMERITECH-ILLINOIS** End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **AMERITECH-ILLINOIS'** network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **AMERITECH-ILLINOIS'** network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If CLEC is in violation of any provision of this Appendix, **AMERITECH-ILLINOIS** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **AMERITECH-ILLINOIS** in writing that the

violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **AMERITECH-ILLINOIS'** services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.

3.14 Intentionally Omitted

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.3 Intentionally Omitted.

3.15.2.4 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 **AMERITECH-ILLINOIS** will afford CLEC's End Users the ability to make E911 calls to the same extent as **AMERITECH-ILLINOIS** customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **AMERITECH-ILLINOIS**, CLEC shall, provide **AMERITECH-ILLINOIS** with accurate and complete information regarding CLEC's End User(s) in a format and time frame

prescribed by **AMERITECH-ILLINOIS** for purposes of E911 administration. If CLEC has previously provided the information to **AMERITECH-ILLINOIS**, **AMERITECH-ILLINOIS** shall access the information without requesting the information from CLEC a second time.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in Appendix E911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **AMERITECH-ILLINOIS'** practices, as well as the rules and regulations applicable to the provision of White Pages directories, **AMERITECH-ILLINOIS** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. **AMERITECH-ILLINOIS** will include CLEC End Users when it sells or otherwise transfers listings to other parties..

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **AMERITECH-ILLINOIS** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **AMERITECH-ILLINOIS** under this Appendix.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AMERITECH-ILLINOIS** and **AMERITECH-ILLINOIS'** officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **AMERITECH-ILLINOIS**, and/or against **AMERITECH-ILLINOIS** alone. The parties agree to comply with the

indemnification procedures described in Sections 12.7 through 12.10 of the General Terms and Conditions for any indemnification claims arising out of this section.

4.5 If CLEC's End User already has a current **AMERITECH-ILLINOIS** local White Pages directory, **AMERITECH-ILLINOIS** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **AMERITECH-ILLINOIS** End Users, **AMERITECH-ILLINOIS** shall provide CLEC's End Users access to **AMERITECH-ILLINOIS** Directory Assistance services. CLEC shall pay **AMERITECH-ILLINOIS** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

4.7 Intentionally Omitted

4.8 Intentionally Omitted

4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in **AMERITECH-ILLINOIS** White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of **SBC.** Notwithstanding the foregoing, **AMERITECH-ILLINOIS** will comply with the Directory Listing & Ordering provisions provisions set forth as issue 62 in Joint Submission of the Amended Plan of Record for Operations Support Systems Order issued by the Commission on January 24, 2001 in Docket 00-0592.

4.10 Subject to any blocking that may be ordered by CLEC for its End Users', **AMERITECH-ILLINOIS** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 **AMERITECH-ILLINOIS** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **AMERITECH-ILLINOIS** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **AMERITECH-ILLINOIS'** services offered pursuant to the appropriate payphone section(s) of **AMERITECH-ILLINOIS'** state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." CLEC may also choose to provide service to PSPs through resold business lines. In its Common Carrier Docket No. 96-128, the FCC ordered **AMERITECH-ILLINOIS** to compensate PSP customers of CLECs that resell **AMERITECH-ILLINOIS'** services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

4.12.2 The Parties desire that **AMERITECH-ILLINOIS** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 **AMERITECH-ILLINOIS** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **AMERITECH-ILLINOIS** will pay Payphone Compensation to CLEC only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **AMERITECH-ILLINOIS** provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **AMERITECH-ILLINOIS'** prepaid calling card platform and carried by **AMERITECH-ILLINOIS**.

4.12.4 **AMERITECH-ILLINOIS** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **AMERITECH-ILLINOIS** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **AMERITECH-ILLINOIS** deems it necessary to investigate a call or calls for possible fraud.

4.12.6 **AMERITECH-ILLINOIS** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **AMERITECH-ILLINOIS** will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **AMERITECH-ILLINOIS** on the bill.

4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates **AMERITECH-ILLINOIS** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 CLEC represents and warrants that the only **AMERITECH-ILLINOIS** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **AMERITECH-ILLINOIS** offers pursuant to the appropriate payphone section(s) of **AMERITECH-ILLINOIS'** state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **AMERITECH-ILLINOIS** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **AMERITECH-ILLINOIS**.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AMERITECH-ILLINOIS** and **AMERITECH-ILLINOIS'** officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any

demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 **AMERITECH-ILLINOIS** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **AMERITECH-ILLINOIS** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. BRANDING

5.1 Except where otherwise required by law, CLEC shall not, without **AMERITECH-ILLINOIS'** prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **AMERITECH-ILLINOIS** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **AMERITECH-ILLINOIS** in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where **AMERITECH-ILLINOIS** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **AMERITECH-ILLINOIS'** DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC agrees and warrants that it will provide to **AMERITECH-ILLINOIS** a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **AMERITECH-ILLINOIS** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 CLEC will provide written specifications of its company name to be used by **AMERITECH-ILLINOIS** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 CLEC will inform **AMERITECH-ILLINOIS**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **AMERITECH-ILLINOIS** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.

6.4 When an **AMERITECH-ILLINOIS** Operator receives a rate request from a CLEC End User, where technically feasible and available, **AMERITECH-ILLINOIS** will quote the applicable OS/DA rates as provided by the CLEC.

6.4.1 In the interim, when a Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **AMERITECH-ILLINOIS** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AMERITECH-ILLINOIS

7.1 **AMERITECH-ILLINOIS** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **AMERITECH-ILLINOIS** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **AMERITECH-ILLINOIS**-provided interfaces, as outlined in Appendix OSS.

7.2 **AMERITECH-ILLINOIS** shall implement CLEC service orders within the same time intervals **AMERITECH-ILLINOIS** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **AMERITECH-ILLINOIS** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **AMERITECH-ILLINOIS** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **AMERITECH-ILLINOIS'** network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.

7.4 **AMERITECH-ILLINOIS** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.5 **AMERITECH-ILLINOIS** shall make Telecommunications Services that **AMERITECH-ILLINOIS** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **AMERITECH-ILLINOIS** will notify CLEC of any changes in the terms and conditions under which **AMERITECH-ILLINOIS** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **AMERITECH-ILLINOIS** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **AMERITECH-ILLINOIS** operations centers responsible for handling such requests. **AMERITECH-ILLINOIS** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify **AMERITECH-ILLINOIS** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **AMERITECH-ILLINOIS** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **AMERITECH-ILLINOIS** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **AMERITECH-ILLINOIS** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.

8.2.1 **AMERITECH-ILLINOIS** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such

authorization it has obtained available to **AMERITECH-ILLINOIS** upon request and at no charge.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **AMERITECH-ILLINOIS** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, **AMERITECH-ILLINOIS** may reclaim the facilities.

8.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If either Party makes a request that the other Party undertake an investigation of an alleged incidence of slamming, and if such request is outside the scope of the investigation that the parties are required to conduct in compliance with any FCC or Commission regulation mentioned above, the party undertaking the investigation may charge the party that requested the investigation an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee." If CLEC is the investigating party, it will charge based on **AMERITECH-ILLINOIS'** rates as set forth above.

8.5 Should **AMERITECH-ILLINOIS** receive an order from CLEC for services under this Appendix, and **AMERITECH-ILLINOIS** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **AMERITECH-ILLINOIS** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **AMERITECH-ILLINOIS**.

8.5.1 If **AMERITECH-ILLINOIS** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **AMERITECH-ILLINOIS** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to

the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **AMERITECH-ILLINOIS**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **AMERITECH-ILLINOIS** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **AMERITECH-ILLINOIS** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **AMERITECH-ILLINOIS** may change the per WTN charge, at **AMERITECH-ILLINOIS'** sole discretion, so long as **AMERITECH-ILLINOIS** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **AMERITECH-ILLINOIS** grants to CLEC a non-exclusive right to use the LDR information provided by **AMERITECH-ILLINOIS**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **AMERITECH-ILLINOIS** directly to End Users and billed by **AMERITECH-ILLINOIS** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **AMERITECH-ILLINOIS** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **AMERITECH-ILLINOIS**.

8.7 **AMERITECH-ILLINOIS** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible

for payment of charges for any retail services furnished by **AMERITECH-ILLINOIS** directly to End Users and billed by **AMERITECH-ILLINOIS** directly to End Users.

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8.9 CLEC shall be responsible for modifying and connecting any of its systems with **AMERITECH-ILLINOIS**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 CLEC shall be responsible for providing to its End Users and to **AMERITECH-ILLINOIS** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **AMERITECH-ILLINOIS** with regard to repair requests, **AMERITECH-ILLINOIS** shall inform such End Users to call CLEC and shall provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 CLEC will provide forecasts to **AMERITECH-ILLINOIS** every January and July using the **AMERITECH-ILLINOIS** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC(s) doing business in Illinois.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between CLEC and **AMERITECH-ILLINOIS** will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, and interLATA Toll Traffic. Local Calls are defined in Section 2.6.

2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in Appendix Pricing. Calls originated by end users of CLEC over UNE-P in areas served by ILECs owned by SBC, in Connecticut, Illinois, Michigan, Ohio, Indiana, and Wisconsin, are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

2.3 When CLEC establishes service in a new area, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be

considered complete no later than the date that live traffic first passes through the network.

2.4 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii)Information Service traffic, subject to section 2.6 below, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

2.5 Intentionally Omitted.

2.6 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different **AMERITECH-ILLINOIS** Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area. The Parties disagree as to whether Internet Calls are subject to reciprocal compensation obligations under the Act. **AMERITECH ILLINOIS** does not believe that Internet Calls are subject to reciprocal compensation under the Act, and will not (and does not) voluntarily agree to paying reciprocal compensation for Internet Calls. CLEC believes that Internet Calls are subject to reciprocal compensation under the Act. However, in recognition of the Public Service Commission of Wisconsin's order in Docket 05-TI-283, both parties shall compensate each other for Internet Calls in accordance with the Public Service Commission of Wisconsin's order in Docket 05-TI-283, subject to a full reservation of rights and without waiving its right to challenge the results of those proceedings and those in other proceedings (including any appeals thereof) and its rights to seek a refund of any reciprocal compensation paid for Internet Calls. In addition, this Section shall be specifically subject to the Intervening Law provision of the General Terms and Conditions∗, without limiting the general application of that provision. By entering into this Agreement, neither Party waives its right to advocate its views with respect to this issue, and in the referenced proceedings. The Parties agree that nothing in or related to this Agreement shall be construed as an admission

∗ Further, without limiting the general applicability of this Section, the Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Remand Order"). Because the ISP Compensation Remand Order was issued after this Agreement was submitted for arbitration to the Commission Arbitration Panel, the Parties agree that either Party may use ISP Compensation Remand Order as a basis to invoke the Intervening Law provision even though the Effective Date of this Agreement is after the order release date.

that Internet Calls are, or are not, local in nature, and that any payment to CLEC under this Agreement shall not be construed as agreement or acquiescence by **AMERITECH ILLINOIS** that Internet Calls constitute local traffic subject to reciprocal compensation obligations.

2.7 Calls delivered to numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation. Calls delivered to a receiving party within the common mandatory local calling area that are delivered to the local calling area through FX are subject to local reciprocal compensation.

2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.9 Reciprocal Compensation applies to traffic terminated at either parties' end office switch.

2.10 CLEC reserves the right to submit a cost study pursuant to 47 C.F.R 51.711(b).to establish asymmetrical rates for compensation for transport and termination of local traffic.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN) or if CPN is unavailable, then the Originating Local Routing Number (LRN) or the Jurisdiction Identification Parameter (JIP), or the Calling Party Identification (CPI), or some other method that identifies the original calling party's Local Exchange Carrier.

3.3 If one Party is passing CPN and/or LRN or JIP, but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.4 Where SS7 connections exist between **AMERITECH-ILLINOIS** and CLEC, if the percentage of calls passed with CPN and/or LRN or JIP is greater than ninety

percent (90%), all calls exchanged without CPN information and/or LRN or JIP will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN and/or LRN or JIP is less than ninety percent (90%), all calls passed without CPN and/or LRN or JIP will be billed as intraLATA switched access.

3.5 Transit traffic will be delivered pursuant to Section 4.3 of Appendix ITR. Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If traffic is delivered over other than transit trunk groups, and if the original and true CPN is not received from the originating third party, the Party performing the transiting function will pass on the same information it uses to bill the originating thirty party. The party performing the transiting function shall not be billed as the default originator.

4. LOCAL TRAFFIC COMPENSATION

4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in Appendix Pricing.

4.2 Tandem Office Switch Served Rate

4.2.1 Tandem Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination through the Tandem Office Switch. The rate elements are local end office, transit and tandem switching.

4.3 End Office Switch Served Rate

4.3.1 The End Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. INTENTIONALLY OMITTED

6. TRANSIT TRAFFIC COMPENSATION

6.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an **AMERITECH-ILLINOIS** network.

The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User**.** The rates that **AMERITECH-ILLINOIS** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

6.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.3 Intentionally Omitted.

6.4 Where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **AMERITECH-ILLINOIS** is the PTC, **AMERITECH-ILLINOIS** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **AMERITECH-ILLINOIS** shall reimburse the terminating carrier at **AMERITECH-ILLINOIS**' applicable tariffed terminating switched access rates until the terminating carrier is able to document its costs for terminating switched access rates. Once the terminating carrier provides tariffed rates based upon its documented costs, **AMERITECH-ILLINOIS** shall reimburse terminating carrier at the CLEC's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTRALATA 800 TRAFFIC

9.1 Only queried intraLATA 800 traffic that is identified as non-IXC traffic may be delivered to **AMERITECH-ILLINOIS** over the Local intraLATA Trunks. If the queried 800 traffic is determined to be IXC traffic then the traffic must be delivered over the InterLATA Meet Point Trunks. If **AMERITECH-ILLINOIS** performs the 800 query function, the Traffic may be delivered to **AMERITECH-**

ILLINOIS over the InterLATA Meet Point Trunks. If the Local/intraLATA Trunks are used and Originating Carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the InterLATA meet point Trunks are used, **AMERITECH-ILLINOIS** will not record the intraLATA 800 Traffic.

9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

9.3 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

10. MEET-POINT-BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

10.1 Intentionally Omitted.

10.2 Intercarrier compensation for Special Access Traffic shall be on a MPB basis as described below.

10.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

10.4 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and **AMERITECH-ILLINOIS** is the Subsequent Billing Company.

10.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

10.6 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Including IntraLATA toll carried by **AMERITECH-ILLINOIS**, Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

10.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.

10.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

10.9 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access, (including intraLATA and interLATA traffic carried by IXC or **AMERITECH-ILLINOIS**) detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC. **AMERITECH-ILLINOIS** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **AMERITECH-ILLINOIS** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

10.10 **AMERITECH-ILLINOIS** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

10.11 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon the previous twelve (12) consecutive months of prior usage data. If twelve (12) consecutive months of prior usage date is unavailable, the estimate will be based on the number of months for which data is available.

11. INTRALATA INTEREXCHANGE TRAFFIC COMPENSATION

11.1 For intrastate intraLATA. toll service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff. This compensation is limited to the level of compensation contained in an the ILEC's tariff in whose exchange area the End User is located until the party can document that its access tariffs are based on the costs it incurs for providing the respective access services in the exchange area where the End User is located. Once CLEC provides tariffed rates based upon its documented costs, **AMERITECH-ILLINOIS** shall reimburse CLEC at the CLEC's applicable tariffed terminating switched access rates

11.2 For interstate intraLATA toll service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Interstate Access Service Tariff. This compensation is limited to the level of compensation contained in an the ILEC's tariff in whose exchange area the End User is located until the party can document that its access tariffs are based on the costs it incurs for providing the respective access services in the exchange area where the End User is located.

12. Intentionally Omitted.

13. BILLING FOR MUTUAL COMPENSATION

13.1 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will continue to round by rate center.

14. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILECs doing business in Illinois.

2. SERVICE DESCRIPTION

2.1 CLEC may utilize other SS7 service providers upon prior notice to **AMERITECH-ILLINOIS**. **AMERITECH-ILLINOIS** will cooperate with CLEC to transition the service to another provider on an agreed upon schedule. After such transition this appendix shall not apply to such services.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **AMERITECH-ILLINOIS** below outlines the requirements by for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **AMERITECH-ILLINOIS** pair of STPs (i.e., a mated pair) to another **AMERITECH-ILLINOIS** pair of STPs. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **AMERITECH-ILLINOIS** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **Ameritech-Illinois'** STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **Ameritech-Illinois'** signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **AMERITECH-ILLINOIS** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are collocated in a **AMERITECH-ILLINOIS** wire center. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **AMERITECH-ILLINOIS** STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **AMERITECH-ILLINOIS** STP building and connects the STP Port Termination to the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a **AMERITECH-ILLINOIS** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **AMERITECH-ILLINOIS** STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **AMERITECH-ILLINOIS** STP location or the CLEC SPOI. The signaling link may be provided using existing arrangements for providing SS7 between the parties. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CLEC shall identify to **AMERITECH-ILLINOIS** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **AMERITECH-ILLINOIS** shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to **AMERITECH-ILLINOIS** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **AMERITECH-ILLINOIS** Technical Publication, TP76638. Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. Each individual set of links from CLEC switch to **AMERITECH-ILLINOIS** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **AMERITECH-ILLINOIS.**

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an **AMERITECH-ILLINOIS** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the **AMERITECH-ILLINOIS** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **AMERITECH-ILLINOIS** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When CLEC requests that **AMERITECH-ILLINOIS** add a Signaling Point Code (SPC), CLEC will identify to **AMERITECH-ILLINOIS** the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition".

2.9.6 CLEC will notify **AMERITECH-ILLINOIS** in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Intentionally Omitted

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **AMERITECH-ILLINOIS** designated STP pair to a to a **AMERITECH-ILLINOIS** STP pair located in a different LATA. In the **AMERITECH-ILLINOIS** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

2.10.4 In such instance as CLEC utilizes **Ameritech-Illinois'** Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **AMERITECH-ILLINOIS** SS7 signaling on a per call basis

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **AMERITECH-ILLINOIS** SS7 network: **AMERITECH-ILLINOIS** Local Switching or Tandem Switching; **AMERITECH-ILLINOIS** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the **AMERITECH-ILLINOIS** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **AMERITECH-ILLINOIS** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **AMERITECH-ILLINOIS** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 **AMERITECH-ILLINOIS** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **AMERITECH-ILLINOIS** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **AMERITECH-ILLINOIS** STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the **AMERITECH-ILLINOIS** STPs. **AMERITECH-ILLINOIS** shall provide information to CLEC on the routes and signaling point codes served by the **AMERITECH-ILLINOIS** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries pursuant to the SS7 Protocol to the **AMERITECH-ILLINOIS** "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **AMERITECH-ILLINOIS** "regional" STP pair to another **AMERITECH-ILLINOIS** STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **AMERITECH-ILLINOIS** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **AMERITECH-ILLINOIS** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **AMERITECH-ILLINOIS** pairs of STPs, until ordered. When **AMERITECH-ILLINOIS** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the **AMERITECH-ILLINOIS** signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **AMERITECH-ILLINOIS** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to **AMERITECH-ILLINOIS** to allow **AMERITECH-ILLINOIS** to translate **AMERITECH-ILLINOIS** STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from **AMERITECH-ILLINOIS** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to **Ameritech-Illinois'** mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the **AMERITECH-ILLINOIS** facility availability and the degree of diversity in both the **AMERITECH-ILLINOIS** physical network and the CLEC physical network from signaling point to signaling point for the link.

3.4.5 When CLEC requires a STP Access Link, CLEC and **AMERITECH-ILLINOIS** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **Ameritech-Illinois'** interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **AMERITECH-ILLINOIS** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**AMERITECH-ILLINOIS** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with **AMERITECH-ILLINOIS** AM-TR-OAT-000069 and GR-905-CORE, as amended.

3.5 Use of the STP

3.5.1 When CLEC orders **AMERITECH-ILLINOIS** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **AMERITECH-ILLINOIS** Local Switch will use the **AMERITECH-ILLINOIS** SS7 signaling network.

4. RESPONSIBILITIES OF AMERITECH-ILLINOIS

4.1 **AMERITECH-ILLINOIS** shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of **AMERITECH-ILLINOIS** or CLEC facilities, natural disasters, mass calling or national security demands. Protective controls will be applied in a non-discriminatory manner so as not to favor **AMERITECH-ILLINOIS** or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.

4.2 **AMERITECH-ILLINOIS** shall determine the GTT route for messages routed to GTT, which are associated with **AMERITECH-ILLINOIS** signaling points.

4.3 **AMERITECH-ILLINOIS** shall define regional functions and local functions of its STPs. **AMERITECH-ILLINOIS** will route ISUP messages within the **AMERITECH-ILLINOIS** signaling network. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved. In determining technical infeasibility including but not limited to capacity limitations, **AMERITECH-ILLINOIS** will act in a non-discriminatory manner so as not to favor **AMERITECH-ILLINOIS** or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.

4.4 **AMERITECH-ILLINOIS** shall route messages generated by the action of CLEC throughout the **AMERITECH-ILLINOIS** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **AMERITECH-ILLINOIS** will not use any information within messages for any purpose not required by or related to the use of the **AMERITECH-ILLINOIS** signaling network. **AMERITECH-ILLINOIS** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **AMERITECH-ILLINOIS** signaling network or as may be required by law.

4.5 **AMERITECH-ILLINOIS** shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the CLEC signaling network.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **AMERITECH-ILLINOIS**' STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **AMERITECH-ILLINOIS** the SPC(s) associated with the CLEC set of links.

5.2 CLEC shall identify to **AMERITECH-ILLINOIS** the GTT information for messages that route to CLEC.

5.3 When routing messages addressed to an **AMERITECH-ILLINOIS** Subsystem Number (SSN), CLEC shall use the **AMERITECH-ILLINOIS** defined SSN designation of the **AMERITECH-ILLINOIS** mated STP pair to which the message is routed.

5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **AMERITECH-ILLINOIS** signaling network.

5.5 CLEC shall furnish to **AMERITECH-ILLINOIS**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **AMERITECH-ILLINOIS** shall utilize the forecast in its own efforts to project further facility requirements.

5.6 CLEC shall inform **AMERITECH-ILLINOIS** in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to

Ameritech-Illinois' network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

6.1 Any request for SS7 service not addressed within this Appendix may be submitted to **AMERITECH-ILLINOIS** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS AMERITECH-ILLINOIS

7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **AMERITECH-ILLINOIS** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **AMERITECH-ILLINOIS** tandem for CLEC to **AMERITECH-ILLINOIS** terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **AMERITECH-ILLINOIS** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **AMERITECH-ILLINOIS** end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **AMERITECH-ILLINOIS** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. Intentionally Omitted

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** is an ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

2.1 **AMERITECH-ILLINOIS** shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along **AMERITECH-ILLINOIS'** distribution network that are owned or controlled by **AMERITECH-ILLINOIS** (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").

2.1.1 "Rights-of-way" means (i) a legal interest of **AMERITECH-ILLINOIS** in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) **AMERITECH-ILLINOIS'** owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment

enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

2.1.2 The availability of **SBC-AMERITECH** Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 15, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which **SBC-AMERITECH** owns and controls Structure or interests therein. To the extent Ameritech has contracts with third parties or government agencies that would actually bar or impede CLEC's access to structures, then Ameritech must take reasonable efforts to remove those restrictions or impediments.

2.2 **AMERITECH-ILLINOIS** will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, **AMERITECH-ILLINOIS** will, in good faith explore potential accommodations with CLEC. If **AMERITECH-ILLINOIS** denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, **AMERITECH-ILLINOIS** will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the **AMERITECH-ILLINOIS** Structure it uses. CLEC shall

indemnify **AMERITECH-ILLINOIS** against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

2.4.1 Where necessary to accommodate a request for access of CLEC, and provided **AMERITECH-ILLINOIS** has not denied access as described in Section 2, or because **AMERITECH-ILLINOIS** will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, **AMERITECH-ILLINOIS** may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through **AMERITECH-ILLINOIS**-approved contractors in circumstances where **AMERITECH-ILLINOIS** is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

2.5 Before commencing the work necessary to provide such additional capacity, **AMERITECH-ILLINOIS** will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, **AMERITECH-ILLINOIS** shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including **AMERITECH-ILLINOIS**, that desire to modify their Attachments.

2.6 If CLEC request access to an **AMERITECH-ILLINOIS** Right-of-way where **AMERITECH-ILLINOIS** has no existing Structure, **AMERITECH-ILLINOIS** shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if **AMERITECH-ILLINOIS** desires to extend its own Attachments, **AMERITECH-ILLINOIS** will construct Structure to accommodate CLEC's Attachments.

2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of **AMERITECH-ILLINOIS**, shall be borne by the party requesting such

modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including **AMERITECH-ILLINOIS**, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including **AMERITECH-ILLINOIS**, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including **AMERITECH-ILLINOIS**, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including **AMERITECH-ILLINOIS**, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

2.8 All modifications to **Ameritech-Illinois'** Structure will be owned by **AMERITECH-ILLINOIS**. CLEC and other parties, including **AMERITECH-ILLINOIS**, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by **AMERITECH-ILLINOIS** or by other attaching parties. Work performed by CLEC on, in or about **Ameritech-Illinois'** Structures shall be performed by properly trained, competent workmen skilled in the trade. **AMERITECH-ILLINOIS** will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by **AMERITECH-ILLINOIS** for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide **AMERITECH-ILLINOIS** with notice before

entering or climbing any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Telcordia Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. IMPLEMENTATION TEAM

4.1 The Implementation Team shall develop cooperative procedures for implementing the terms of this Appendix and to set out such procedures in the Implementation Plan. In the event of disputes that cannot be resolved by members of the Implementation Team, either party may invoke the dispute resolution procedures in the Terms and Conditions.

5. ACCESS REQUESTS

5.1 Any request by CLEC for access to **AMERITECH-ILLINOIS'** Structure shall be in writing and submitted to **AMERITECH-ILLINOIS'** Structure Access Center. **AMERITECH-ILLINOIS** may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to **AMERITECH-ILLINOIS'** Structure shall be pursuant to a permit issued by **AMERITECH-ILLINOIS** for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to **AMERITECH-ILLINOIS'** Structure, administration of the process of delivery of access to **AMERITECH-ILLINOIS'** Structure and for all other matters relating to access to **AMERITECH-ILLINOIS'** Structure. In the event of disputes that cannot be resolved with the Structure Access Coordinator, either party may invoke the dispute resolution procedures in the Terms and Conditions. CLEC shall provide **AMERITECH-ILLINOIS** with notice before entering any **AMERITECH-ILLINOIS** Structure.

6. UNUSED SPACE

6.1 Except for maintenance ducts as provided in Section 7 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by **AMERITECH-ILLINOIS** shall be available for the Attachments of CLEC, **AMERITECH-ILLINOIS** or

other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on **AMERITECH-ILLINOIS** Structure for its future needs. **AMERITECH-ILLINOIS** shall not reserve space on **AMERITECH-ILLINOIS** Structure for the future need of **AMERITECH-ILLINOIS** nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide **AMERITECH-ILLINOIS** with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7. MAINTENANCE DUCTS

7.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

8. APPLICABILITY

8.1 The provisions of this Appendix shall apply to all **AMERITECH-ILLINOIS** Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

9.1 CLEC's use of **AMERITECH-ILLINOIS** Structure is subject to any valid, lawful and nondiscriminatory arrangements **AMERITECH-ILLINOIS** may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

9.2.1 If **AMERITECH-ILLINOIS** is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by **AMERITECH-ILLINOIS** or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment with the foregoing period, CLEC authorizes **AMERITECH-ILLINOIS** to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

10.1 **AMERITECH-ILLINOIS** will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure within the time frame agreed upon by the Implementation Team; provided that **AMERITECH-ILLINOIS** may redact any Proprietary Information (of **AMERITECH-ILLINOIS** or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. **AMERITECH-ILLINOIS** does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by **AMERITECH-ILLINOIS** for each requested Attachment. Any such permit shall terminate:

11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

11.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date **AMERITECH-ILLINOIS** has notified CLEC that such Structure is available for CLEC's Attachments, provided that CLEC may request from **AMERITECH-ILLINOIS** a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be made. If no other party requires the space requested by CLEC at the time of the extension, **AMERITECH-ILLINOIS** shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

11.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days, provided that CLEC may request from **AMERITECH-ILLINOIS** a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be put back into service. If no other party requires the space requested by CLEC at the time of the extension, **AMERITECH-ILLINOIS** shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from **AMERITECH-ILLINOIS.**

11.2 If **AMERITECH-ILLINOIS** ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, **AMERITECH-ILLINOIS** shall:

11.2.1 Provide CLEC notice within ten (10) Business Days after **AMERITECH-ILLINOIS** has knowledge of such fact and

11.3 **AMERITECH-ILLINOIS** will provide CLEC with at least sixty (60) days written notice prior to:

11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,

11.3.2 Any increase in the rates for Attachments to **AMERITECH-ILLINOIS'** Structure permitted by the terms of this Appendix, or

11.3.3 Any modification to **AMERITECH-ILLINOIS'** Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, **AMERITECH-ILLINOIS** shall remove CLEC's Attachments at CLEC's expense.

11.5 If **AMERITECH-ILLINOIS** discovers that CLEC has placed an Attachment on **AMERITECH-ILLINOIS'** Structure without a valid permit, **AMERITECH-ILLINOIS** shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to **AMERITECH-ILLINOIS** within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.

11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

11.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, **AMERITECH-ILLINOIS** shall have the right to remove such unauthorized Attachment from **AMERITECH-ILLINOIS'** Structure at CLEC's expense.

12. INSPECTIONS

12.1 **AMERITECH-ILLINOIS** may make periodic inspections of any part of the Attachments of CLEC located on **AMERITECH-ILLINOIS** Structure. Except in cases involving safety, damage to Attachments or potential violations of the terms of this agreement, compliance inspections shall not be made more often that once every five years. Where reasonably practicable to do so, **AMERITECH-ILLINOIS** shall provide prior written notice to CLEC of such inspections.

12.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, **AMERITECH-ILLINOIS** may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

13. DAMAGE TO ATTACHMENTS

13.1 Both CLEC and **AMERITECH-ILLINOIS** will exercise precautions to avoid damaging the Attachments of the other or to any **AMERITECH-ILLINOIS** Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

14. CHARGES

14.1 **AMERITECH-ILLINOIS'** charges for Structure provided hereunder shall be determined in compliance with the regulations issued in the Report and Order *In the Matter of Amendment of Rules and Policies Governing Pole Attachments* CS Docket No. 97-98, Adopted, March 29, 2000 Released, April 3, 2000.. After February 8, 2001, charges will be determined in compliance with the methodology in the Report and Order *In the Matter of Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-151 Amendment of

the Commission's Rules and Policies Governing Pole Attachments Adopted: February 6, 1998 Released: February 6, 1998. **AMERITECH-ILLINOIS** reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, **AMERITECH-ILLINOIS** reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work. If **AMERITECH-ILLINOIS** considers an Attachment to be an Extraordinary Attachment, **AMERITECH-ILLINOIS** will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLECs access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the attachment.

15. NONDISCRIMINATION

15.1 Except as otherwise permitted by Applicable Law, access to **AMERITECH-ILLINOIS**-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which **AMERITECH-ILLINOIS** provides its Structure to itself, its Affiliates, Customers, or any other person.

16. INTERCONNECTION

16.1 Upon request by CLEC, **AMERITECH-ILLINOIS** will permit the interconnection of ducts or conduits owned by CLEC in **AMERITECH-ILLINOIS** manholes. However, such interconnection in **AMERITECH-ILLINOIS** manholes will not be permitted where modification of **Ameritech-Illinois'** Structure to accommodate CLEC's request for interconnection is possible.

16.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on **AMERITECH-ILLINOIS** Structure with the Attachments of other attaching parties in or on **AMERITECH-ILLINOIS** Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. **AMERITECH-ILLINOIS** will provide a written response to CLEC's request within forty-five (45) calendar days of **AMERITECH-ILLINOIS'** receipt of such request.

16.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.

17. COST IMPUTATION

17.1 **AMERITECH-ILLINOIS** will impute costs consistent with the rules under Section 224 (g) of the Act.

18. STRUCTURE ACCESS CENTER

18.1 Request for access to **AMERITECH-ILLINOIS** Structure shall be made through **AMERITECH-ILLINOIS'** Structure Access Center, which shall be CLEC's single point of contact for all matters relating to CLEC's access to **AMERITECH-ILLINOIS'** Structure. The Structure Access Center shall be responsible for processing requests for access to **AMERITECH-ILLINOIS'** Structure, administration of the process of delivery of access to **AMERITECH-ILLINOIS'** Structure and for all other matters relating to access to **AMERITECH-ILLINOIS'** Structure.

19. STATE REGULATION

19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which **AMERITECH-ILLINOIS** owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

20.1 **AMERITECH-ILLINOIS** shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, **AMERITECH-ILLINOIS** shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

21. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this

Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **AMERITECH-ILLINOIS** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **AMERITECH-ILLINOIS**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **AMERITECH-ILLINOIS'** network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

1.5 Except in the case of amendment pursuant to the terms of this agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein**.**

2. GENERAL TERMS AND CONDITIONS

2.1 **AMERITECH-ILLINOIS** and CLEC may agree to connect CLEC's facilities with **AMERITECH-ILLINOIS'** network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 **AMERITECH-ILLINOIS** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding **AMERITECH-ILLINOIS'** network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **AMERITECH-ILLINOIS** provides such elements to itself (47 CFR Section 51.313(b)).

2.2.9 Only to the extent it has been determined by the FCC or Commission that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)). In the event that the FCC or Commission changes the list of required unbundled network elements, the parties shall comply with Section 4.0 of the General Terms and Conditions to make the necessary revisions to this Appendix.

2.3 As provided for herein, **AMERITECH-ILLINOIS** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **AMERITECH-ILLINOIS** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 **AMERITECH-ILLINOIS** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AMERITECH-ILLINOIS** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)). If **AMERITECH-ILLINOIS** contends that it is not technically feasible, **AMERITECH-ILLINOIS** must make the showing to the Commission required by 47 CFR § 51.311(b).

2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **AMERITECH-ILLINOIS**.

2.8 **AMERITECH-ILLINOIS** will not connect to or combine UNE's with any non-251 (c)(3) or other **AMERITECH-ILLINOIS** service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way SBC-13STATE provides services to its own end users, affiliates, or other carriers. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the stipulated modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the Public Service Commission of Wisconsin on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the SBC-13STATE exchange areas. A facility is considered available if the facility requested is located in an area presently (i.e., at the time at which a facility is requested) served by Ameritech Illinois," as found in Docket No. 99-0593, "Special Construction Order.

2.9.2 Subject to the terms herein, **AMERITECH-ILLINOIS** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **AMERITECH-ILLINOIS** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **AMERITECH-ILLINOIS** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.

2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-ILLINOIS** the parties agree to the following:

2.9.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

2.9.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **Ameritech-Illinois'** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

2.9.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

2.9.6 When a **AMERITECH-ILLINOIS** provided tariffed or resold service is replaced by CLEC's facility based service using any **AMERITECH-ILLINOIS** provided UNE(s), CLEC shall issue an appropriate service requests, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This requests will be processed by **AMERITECH-ILLINOIS**, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **AMERITECH-ILLINOIS** provided UNEs is converted to a different CLEC's service which also uses any **AMERITECH-ILLINOIS** provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This requests will be processed by **AMERITECH-ILLINOIS** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **AMERITECH-ILLINOIS** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **AMERITECH-ILLINOIS** Technical Publications or other written descriptions, if any, as changed from time to time by **AMERITECH-ILLINOIS** at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as **AMERITECH-ILLINOIS** provides for itself, any affiliate or any other telecommunications carrier.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **AMERITECH-ILLINOIS** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion

date, consistent with the suspension **AMERITECH-ILLINOIS** places on itself for orders from its customers. **AMERITECH-ILLINOIS** will provide CLEC with at least the notice required under 2.10.2.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **AMERITECH-ILLINOIS**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.11 CLEC may order from **AMERITECH-ILLINOIS** multiple individual Unbundled Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.

2.12 **AMERITECH-ILLINOIS** shall provide a Single Point of Contact (**"SPOC"**) for purposes of problem resolution or escalation at each **AMERITECH-ILLINOIS** ordering and provisioning center including but not limited to: 1) the Local Service Center "LSC"; and 2) the Local Operations Center "LOC. Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. **AMERITECH-ILLINOIS** shall provide an up to date escalation list via account management or on **AMERITECH-ILLINOIS'** CLEC Online website to be used when the SPOC is not responsive or unable to resolve the issue. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.

2.13 **AMERITECH-ILLINOIS** will provide CLEC with a Firm Order Confirmation (FOC) for each order in accordance with the intervals set out in the performance measures, Appendix PM. If **AMERITECH-ILLINOIS** encounters a circumstance where it is aware that it cannot meet the above requirements, **AMERITECH-ILLINOIS** must provide notice to CLEC, including the expected FOC interval and the expected time until normal intervals will be restored. **AMERITECH-ILLINOIS** must update this information as the situation changes. The FOC must contain an enumeration of CLEC'S ordered Unbundled Network Elements features, options, physical Interconnection, quantity, and **AMERITECH-ILLINOIS**' commitment date for order completion (**"Committed Due Date"**), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at

such time. If FOCs are delayed, CLEC will utilize the SPOC described in 2.12 for information and resolution. If CLEC escalates one or more late FOCs, **AMERITECH-ILLINOIS**' SPOC will resolve and provide FOCs for the orders within 12 hours.

2.14 **AMERITECH-ILLINOIS** will provide CLEC electronically, via OSS, with a completed order confirmation per order in accordance with the intervals set out in the performance measures, Appendix PM.

2.15 As soon as identified but no later than 24 hours after submission, **AMERITECH-ILLINOIS** shall provide notification electronically of CLEC orders that have been submitted incompletely or incorrectly and therefore cannot be processed. The notification shall list all corrections or changes that need to be made to make the order ready for processing.

2.16 Intentionally left blank.

2.17 **AMERITECH -LLLINOIS** shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by **AMERITECH -LLLINOIS** on any element or feature contained in any order for a Unbundled Network Element.

2.18 Testing will be as follows:

2.18.1 **AMERITECH -LLLINOIS** will conduct a dial tone/ANI test on the day of cut, as a matter of course. In addition, for those CLECs who desire, Ameritech will also conduct a dial tone/ANI test on DD-2. **AMERITECH -ILLINOIS** recommends further collaboration to define the new routine process.

2.18.2 **AMERITECH-ILLINOIS** will not charge CLECs for dial tone/ANI testing if done on a routine basis on DD-2 and /or on the date of cut. In addition, Ameritech-Illinois will provide a dial tone/ANI test on a separate date as requested by the CLEC, subject to applicable charges.

2.18.3 **AMERITECH-ILLINOIS** will engage in further collaboration to address the timing of notice if a dial tone/ANI test fails on DD-2 due to a CLEC trouble. Subject to the outcome of the collaborative, **AMERITECH-ILLINOIS** will provide to the CLECs notice of a failed dial tone/ANI test conducted on DD-2 no later than 4 business hours after such test or by 10 am on DD-1, whichever occurs first. In addition, **AMERITECH-ILLINOIS** will discuss potential procedures in the event a failure is found during such dial tone/ANI test performed on DD-2. However, in any event

if a dial tone/ANI test is conducted on DD-2 **AMERITECH-ILLINOIS** will perform another dial tone/ANI test as a matter of course on the date of cutover.

2.18.4 **AMERITECH-ILLINOIS** will provide CLECs with status updates every two hours until the order is completed for all hot cuts that fail at the time of the originally scheduled cutover. In the case where trouble is reported after order completion, status will be available via Electronic Bonded Trouble Administration (EBTA) on a real-time basis.

2.18.5 **AMERITECH-ILLINOIS** will implement "flags" for desired frame due times for Coordinated Hot Cuts (CHC) consistent with industry guidelines, if and when such flags are included in such guidelines upon a request from a CLEC and consistent with its then current Change Management Policy (CMP).

2.18.6 **AMERITECH-ILLINOIS** will test and implement a "non-coordinated" frame due time hot cut process. **AMERITECH-ILLINOIS** will continue to collaborate to define methods and procedures necessary for such process. Such discussions will begin in early December and will be concluded within 30-60 days. At the conclusion of such discussions such parties will file a joint report advising the Commission of all resolved and unresolved issues.

3. ACCESS TO UNE CONNECTION METHODS

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

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **AMERITECH-ILLINOIS** Central Office.

3.1.1.1 (Method 1)

AMERITECH-ILLINOIS will extend **AMERITECH-ILLINOIS** UNEs requiring cross connection to the CLEC's

Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AMERITECH-ILLINOIS will extend **AMERITECH-ILLINOIS** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AMERITECH-ILLINOIS will extend **AMERITECH-ILLINOIS** UNEs to the CLEC's UNE frame that is located outside the **AMERITECH-ILLINOIS** Central Office where the UNEs are to combined in a closure such as a cabinet provided by **AMERITECH-ILLINOIS** on **AMERITECH-ILLINOIS** property.

3.2 The following terms and conditions apply to all methods when **AMERITECH-ILLINOIS** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **AMERITECH-ILLINOIS** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **AMERITECH-ILLINOIS** Central Office space and equipment.

3.2.3 The CLEC may cancel the request at any time, but will pay **AMERITECH-ILLINOIS'** reasonable and demonstrable costs for modifying **AMERITECH-ILLINOIS'** Central Office up to the date of cancellation.

3.2.4 CLECs may elect to access **AMERITECH-ILLINOIS'** UNEs through Physical Collocation arrangements.

3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

3.2.6 CLEC shall refer trouble sectionalized in the **AMERITECH-ILLINOIS** UNE to **AMERITECH-ILLINOIS**.

3.2.7 Prior to **AMERITECH-ILLINOIS** providing access to UNEs under this Appendix, CLEC and **AMERITECH-ILLINOIS** shall provide each other with a point of contact for overall coordination.

3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by CLEC to connect to **AMERITECH-ILLINOIS'** network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 CLEC shall be responsible for CLEC's personnel OBSERVING **AMERITECH-ILLINOIS'** site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **AMERITECH-ILLINOIS** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **AMERITECH-ILLINOIS'** premises, CLEC shall immediately comply with such request. Such person shall leave **AMERITECH-ILLINOIS'** premises promptly, and CLEC shall not furnish such person again to perform work on **AMERITECH-ILLINOIS'** premises without **AMERITECH-ILLINOIS'** consent.

3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **AMERITECH-ILLINOIS** premises and/or facilities. **AMERITECH-ILLINOIS** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **AMERITECH-ILLINOIS** premises will be granted only to CLEC employees with such identification.

3.2.12 CLEC shall designate each network element being ordered from **AMERITECH-ILLINOIS**. CLEC shall provide an interface to receive assignment information from **AMERITECH-ILLINOIS** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 **AMERITECH-ILLINOIS** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **AMERITECH-ILLINOIS** shall be referred to such contact numbers.

3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **AMERITECH-ILLINOIS** equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **AMERITECH-ILLINOIS** UNEs will be made on an individual case basis (ICB).

3.2.15.2 **AMERITECH-ILLINOIS** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **AMERITECH-ILLINOIS** will ensure that the first CLEC obtaining Access to UNEs in a **AMERITECH-ILLINOIS** premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 **AMERITECH-ILLINOIS** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **AMERITECH-ILLINOIS** for other construction and preparation work performed in the building.

4. INTENTIONALLY OMITTED

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **AMERITECH-ILLINOIS** Territory.

5.2 **ITEM I**
Bona Fide Request Process

5.2.1 A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **AMERITECH-ILLINOIS** to provide CLEC access to new, undefined UNE, (a "Request"), that is required to be provided by **AMERITECH-ILLINOIS** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request. The BFR process will not be used for currently defined UNEs so long as CLEC does not request shorter provisioning intervals. Currently defined UNEs where CLEC does not request shorter provisioning intervals will be handled by the Facilities Modifications process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160 or the properly implemented successor thereto.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the TCNet.ameritech.com, if one of the Parties is **AMERITECH-ILLINOIS**. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 CLEC is responsible for all costs incurred by **AMERITECH-ILLINOIS** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **AMERITECH-ILLINOIS** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **AMERITECH-ILLINOIS** preliminary evaluation costs, in which case **AMERITECH-ILLINOIS,** may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **AMERITECH-ILLINOIS** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If CLEC submits a $ 2,000 deposit with its BFR, and **AMERITECH-ILLINOIS** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **AMERITECH-ILLINOIS** will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **AMERITECH-ILLINOIS** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **AMERITECH-ILLINOIS** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

5.2.7 **AMERITECH-ILLINOIS** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **AMERITECH-ILLINOIS** will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **AMERITECH-ILLINOIS** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **AMERITECH-ILLINOIS** will provide to CLEC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **AMERITECH-ILLINOIS** will offer the Request to CLEC or (ii) advise CLEC that **AMERITECH-ILLINOIS** will not offer the Request. If **AMERITECH-ILLINOIS** indicates it will not offer the Request, **AMERITECH-ILLINOIS** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **AMERITECH-ILLINOIS** under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 If the Preliminary Analysis indicates that **AMERITECH-ILLINOIS** will offer the Request, CLEC may, at its discretion, provide written

authorization for **AMERITECH-ILLINOIS** to develop the Request and 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 and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **AMERITECH-ILLINOIS** within thirty (30) calendar days of CLEC'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 and CLEC will pay to **AMERITECH-ILLINOIS** all demonstrable costs as set forth above. Any request by CLEC for **AMERITECH-ILLINOIS** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **AMERITECH-ILLINOIS** shall provide to CLEC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **AMERITECH-ILLINOIS** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 16 of the GTC. If **AMERITECH-ILLINOIS** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **AMERITECH-ILLINOIS** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 16 of the GTC.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) is the unbundled network element that connects **AMERITECH-ILLINOIS'** loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the

facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to **AMERITECH-ILLINOIS'** distribution plant. CLEC access to the NID is offered as specified below (**AMERITECH-ILLINOIS**)

6.2 **AMERITECH-ILLINOIS** will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through **AMERITECH-ILLINOIS'** NID. The CLEC must establish the connection to **AMERITECH-ILLINOIS'** NID through an adjoining NID.

6.3 CLEC may connect to the customer's inside wire at the **AMERITECH-ILLINOIS** NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **AMERITECH-ILLINOIS** based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. **AMERITECH-ILLINOIS**, at the request of CLEC, will disconnect the **AMERITECH-ILLINOIS** local loop from the NID, at charges reflected in the state specific Appendix Pricing. In addition, Ameritech has adopted the following policy:

6.3.1 **AMERITECH-ILLINOIS** will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. **AMERITECH-ILLINOIS** will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and **AMERITECH-ILLINOIS** will reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. **AMERITECH-ILLINOIS** will move a working internal NID to an external location at Ameritech-Illinois' existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work. **AMERITECH-ILLINOIS** will waive such charges for CLEC-requested NID moves for a period of six months from the date of the Order in this proceeding.

6.3.2 CLEC may request an audit of **AMERITECH-ILLINOIS'** records to determine if protectors were not moved during previous technician visits. Such an audit by a CLEC may not be requested more frequently than every six months. A CLEC which requests such an audit will provide a list of orders where the CLEC required Ameritech to move a protector and

Ameritech will audit its records to determine, if in any of those cases, a technician made a premises visit after December 15, 2000.

6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via **AMERITECH-ILLINOIS'** NID where necessary.

6.5 The **AMERITECH-ILLINOIS** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **AMERITECH-ILLINOIS** to serve its customers.

6.6 Upon request, **AMERITECH-ILLINOIS** will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.

6.7 CLEC shall not attach to or disconnect **AMERITECH-ILLINOIS'** ground. CLEC shall not cut or disconnect **AMERITECH-ILLINOIS'** loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a **AMERITECH-ILLINOIS** Central Office and the loop demarcation point at an End User premises, including any inside wire owned by **AMERITECH-ILLINOIS**. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below (**AMERITECH-ILLINOIS**). The loop network element includes all features, functions and capabilities of the transmission facilities, including dark fiber, and attached electronics [except for those used to provision advanced services, such as DSLAMs] owned by **AMERITECH-ILLINOIS**, between **AMERITECH-ILLINOIS'** central office and the loop demarcation point at the customer premise. **AMERITECH-ILLINOIS** shall, upon request, condition loops to attain full functionality and capabilities.

7.1.1 **AMERITECH-ILLINOIS** agrees to comply with the "Hot Cut" process described as Issues 46 & 47 in the Order in the Joint Submission of Amended Plan of Record for Operations Support Systems issued by the Commission on January 24th, 2001 in docket 00-0592.

7.2 **AMERITECH-ILLINOIS** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on the following:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **AMERITECH-ILLINOIS** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **AMERITECH-ILLINOIS** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DSL-Capable Loop

7.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7.2.6 **Dark Fiber**

In the **AMERITECH-ILLINOIS** region, dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

7.2.6.1 Interoffice Dark Fiber **AMERITECH-ILLINOIS** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AMERITECH-ILLINOIS** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AMERITECH-ILLINOIS** will offer its dark fiber to CLEC when CLEC has collocation space in each **AMERITECH-ILLINOIS** CO where the fibers terminate.

7.2.6.2 Loop Fiber **AMERITECH-ILLINOIS** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AMERITECH-ILLINOIS** central office and an end user customer premise.

7.2.6.3 Sub-loop Fiber **AMERITECH-ILLINOIS** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

7.2.6.3.1 the serving **AMERITECH-ILLINOIS** central office and a remote terminal/CEV/Hut; or

7.2.6.3.2 a remote terminal/CEV/Hut and an end user customer premise.

7.2.6.4 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

7.2.6.5 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

7.2.6.6 Spare Fiber Inventory Availability and Condition

7.2.6.6.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **AMERITECH-ILLINOIS'** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

7.2.6.7 Determining Spare Fibers: **AMERITECH-ILLINOIS** will inventory and track spare dark fibers. Spare fibers do not include the following:

7.2.6.7.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

7.2.6.7.2 Defective fibers

7.2.6.7.3 **AMERITECH-ILLINOIS** growth fibers. Fibers documented as reserved by **AMERITECH-ILLINOIS** for utilization for growth within the 12 month–period following the carrier's request.

7.2.6.8 Quantities and Time Frames for ordering Dark Fiber:

7.2.6.8.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

7.2.6.8.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **AMERITECH-ILLINOIS** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **AMERITECH-ILLINOIS** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

7.2.6.8.2.1 If spare dark fiber is available, as determined under this Agreement, **AMERITECH-ILLINOIS** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **AMERITECH-ILLINOIS** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a

particular segment or segments within ten (10) business days from receipt of valid inquiry request.

7.2.6.8.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2

7.2.6.9 Right of Revocation of Access to Dark Fiber

7.2.6.9.1 **AMERITECH-ILLINOIS** may reclaim dark fiber from a CLEC upon at least 12 months written notice to the CLEC only if:

7.2.6.9.1.1 **AMERITECH-ILLINOIS** negotiates with the CLEC in good faith to address the CLEC's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

7.2.6.9.1.2 **AMERITECH-ILLINOIS** demonstrates to the satisfaction of the CLEC or the Commission that **AMERITECH-ILLINOIS** reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

7.2.6.9.1.3 **AMERITECH-ILLINOIS** provides the CLEC with an alternative facility with the same bandwidth the CLEC was using or had a contractual commitment with an End User to provide prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC’s services.

7.2.6.10 Access Methods specific to Dark Fiber The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AMERITECH-ILLINOIS** approved splitter shelf. This arrangement allows for non-intrusive testing.

7.2.6.11 Installation and Maintenance for Dark Fiber **AMERITECH-ILLINOIS** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

7.2.7 **Sub-Loop Elements**

AMERITECH-ILLINOIS will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

7.2.7.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

7.2.7.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal

8. Serving Area Interface or Feeder Distribution Interface — Network Interface Device
9. Terminal — Network Interface Device
10. NID — Stand Alone
11. *SPOI (Single Point of Interface) — Stand Alone

- Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

7.2.7.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **AMERITECH-ILLINOIS** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

7.2.7.4 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

7.2.7.5 Subloops will be provided without conditioning, unless conditioning of subloops is requested by CLEC. Pricing for conditioning of subloops will be pursuant to Appendix Pricing. All other terms and conditions related to conditioning of subloops will be pursuant to the terms and conditions that would control conditioning of the full loop of which the particular ordered subloop is a part.

7.2.7.6 Sub-loops are not available for combination by **AMERITECH-ILLINOIS** with any Unbundled Network Elements or service.

7.2.7.7 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **AMERITECH-ILLINOIS** switch will be lost.

7.2.7.8 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be in accordance with Appendix Pricing.

7.2.7.9 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

7.2.8 Loop Frequency Unbundling

7.2.8.1 The High Frequency Portion of the Loop (HFPL) will be provided according to Appendix DSL.

8. LOCAL SWITCHING

8.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

9. SHARED TRANSPORT

9.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

10. TANDEM SWITCHING

10.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

11. PACKET SWITCHING

11.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

12. INTEROFFICE TRANSPORT

12.1. The Interoffice Transport (IOT) network element is defined as **AMERITECH-ILLINOIS** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **AMERITECH-ILLINOIS**, or requesting CLEC, or between switches owned by **AMERITECH-ILLINOIS** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request

12.2. **AMERITECH-ILLINOIS** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

12.3. Unbundled Dedicated Transport

12.3.1. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **AMERITECH-ILLINOIS** or between a Wire Center or switch owned by **AMERITECH-ILLINOIS** and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

12.3.2. **AMERITECH-ILLINOIS** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

12.3.3. UDT includes the following elements:

12.3.3.1. Interoffice Transport Facility– Is a circuit between two **AMERITECH-ILLINOIS** Wire Centers.

12.3.3.2. Entrance Facility – Is a circuit from **AMERITECH-ILLINOIS** serving Wire Center to the CLEC's location.

12.3.3.3. Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

12.3.3.4. Other Optional features are outlined in Appendix Pricing.

12.4. Diversity

12.4.1. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

12.4.2. **AMERITECH-ILLINOIS** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AMERITECH-ILLINOIS** for CLEC specific diversity. **AMERITECH-**

ILLINOIS will advise CLEC of the applicable additional charges. **AMERITECH-ILLINOIS** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges

12.5. Digital Cross-Connect System (DCS)

12.5.1. **AMERITECH-ILLINOIS** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

12.6. Network Reconfiguration Service (NRS)

12.6.1. **AMERITECH-ILLINOIS** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1. **AMERITECH-ILLINOIS** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1. Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AMERITECH-ILLINOIS'** signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

15.1. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AMERITECH-ILLINOIS'** databases and information. **AMERITECH-ILLINOIS** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

16.1. Intentionally Omitted

16.2. Pricing for Sections 13.3, 13.4 and 13.5 for **AMERITECH-ILLINOIS** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **AMERITECH-ILLINOIS** refer to the applicable state tariff.

16.3. The applicable Loop cross connects to point of access for the purpose of CLEC combining a **AMERITECH-ILLINOIS** Loop with another **AMERITECH-ILLINOIS** UNE are as follows:

16.3.1. 2-Wire Analog Loop to UNE Connection Methods point of access

16.3.2. 4 -Wire Analog Loop to UNE Connection Methods point of access

16.3.3. 2 -Wire Digital Loop to UNE Connection Methods point of access

16.3.4. 4 -Wire Digital Loop to UNE Connection Methods point of access

16.4. The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **AMERITECH-ILLINOIS** UNE are as follows:

16.4.1. DS-1 to UNE Connection Methods point of access

16.4.2. DS-3 to UNE Connection Methods point of access

16.5. The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **AMERITECH-ILLINOIS** UNE are as follows:

16.5.1. Analog Line Port to UNE Connection Methods point of access

16.5.2. ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

16.5.3. ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

16.5.4. Analog DID Trunk Port

16.6. Maintenance of Elements

16.6.1. If trouble occurs with unbundled network elements provided by **AMERITECH-ILLINOIS**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **AMERITECH-ILLINOIS'** equipment and/or facilities, CLEC will issue a trouble report to **AMERITECH-ILLINOIS**.

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

16.6.3. CLEC shall pay Time and Material charges when **AMERITECH-ILLINOIS** dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.

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

16.6.5. If CLEC issues a trouble report allowing **AMERITECH-ILLINOIS** access to the End User's premises, **AMERITECH-ILLINOIS** and CLEC shall schedule an appointment for access to such End User's premises. If **AMERITECH-ILLINOIS** personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply

for the period of time that **AMERITECH-ILLINOIS** personnel are dispatched. Subsequently, if **AMERITECH-ILLINOIS** personnel are allowed access to the premises, these charges will still apply.

16.6.6. Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **AMERITECH-ILLINOIS** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **AMERITECH-ILLINOIS** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **AMERITECH-ILLINOIS** performed other than on a normally scheduled workday.

16.6.7. If CLEC requests or approves a **AMERITECH-ILLINOIS** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1. Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

1.2 As used herein, **AMERITECH-ILLINOIS** means an ILEC doing business in Illinois.

1.3 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

2.1 "**Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System"** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.

2.2 "**Charges**"- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.

2.3 "**Compensation**" - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.

2.4 "**IntraLATA**" - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

2.5 "**InterLATA**" - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

2.6 "**Local Exchange Carrier (LEC)**" - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.

2.7 "**Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.

2.8 "**Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:

3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.

3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.

3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable only when **AMERITECH-ILLINOIS** is the CMDS Host Company.

3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

4.1 CLEC agrees to bill, collect and remit to **AMERITECH-ILLINOIS** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **AMERITECH-ILLINOIS**), but which are to be billed to End Users of the CLEC.

4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **AMERITECH-ILLINOIS**. **AMERITECH-ILLINOIS** will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **AMERITECH-ILLINOIS** benefit, shall be remitted by CLEC to **AMERITECH-ILLINOIS** within thirty (30) calendar days of the date of **AMERITECH-ILLINOIS** bill to CLEC for such services.

4.4 **AMERITECH-ILLINOIS** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **AMERITECH-ILLINOIS**) to the End Users of that LEC.

4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **AMERITECH-ILLINOIS** or another LEC for CLEC's benefit, shall be remitted by **AMERITECH-ILLINOIS** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **AMERITECH-ILLINOIS** for such services.

4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts

related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, **AMERITECH-ILLINOIS** may net amounts due to CLEC under this Appendix against amounts owed to **AMERITECH-ILLINOIS** under this Appendix when **AMERITECH-ILLINOIS** renders a bill to CLEC hereunder. **AMERITECH-ILLINOIS** will not net amounts due under this Appendix with any other charges or fees owed to **AMERITECH-ILLINOIS**

4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

6.1 Neither Party makes any representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Neither Party assumes any responsibility with regard to the correctness of the data supplied by the other Party when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX CH

APPENDIX CLEARINGHOUSE (CH)

1. RESERVATION

1.1 At the present time CLEC does not desire this service. If CLEC desires this service in the future it will so notify **AMERITECH-ILLINOIS**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

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APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.4 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

1.5 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with

the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ
2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 Ohio bell Telephone Company (Ameritech)
2.3.13 Michigan Bell Telephone Company (Ameritech)
2.3.14 Indiana Bell Telephone Company (Ameritech)
2.3.15 Illinois Bell Telephone Company (Ameritech)
2.3.16 Wisconsin Bell, Inc. (Ameritech)
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone company
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company
2.3.21 Nevada Bell Telephone Company
2.3.22 Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface (EMI)**" -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 "**Full Status Revenue Accounting Office (RAO)**" – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"Intentionally Omitted**

2.7 **"Intercompany Settlements**" (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.8 **"Local Exchange Carriers (LECs)** or "**Exchange Carriers (ECs**) **"** - facilities-based providers of local telecommunication services.

2.9 "**Message Distribution (Transmission)"** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.

2.10 "**Non-Intercompany Settlement (NICS)"** (**AMERITECH-ILLINOIS** only) is a revenue exchange process for messages which originate from CLEC and bill to **AMERITECH-ILLINOIS** and message which originate from **AMERITECH-ILLINOIS** and bill to CLEC. NICS message must originate and bill within the same **AMERITECH-ILLINOIS** Company.

2.11 "**Non-Full Status Revenue Accounting Office (RAO)**" - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to

forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 Monthly Billing

4.1.1 Each month, **AMERITECH-ILLINOIS** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C)

4.1.3 **AMERITECH-ILLINOIS** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

4.1.4 **AMERITECH-ILLINOIS** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

4.1.5 CLEC – CLEC must provide Ameritech a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **AMERITECH-ILLINOIS** advise Telcordia Technologies to convert the RAO code with **AMERITECH-ILLINOIS** advise Telcordia Technologies to convert to a hosted status.

4.1.6 Intentionally Omitted

4.1.7 CLEC subscribing to Hosting services with **AMERITECH-ILLINOIS** prior to the effective date of this agreement and sharing an **AMERITECH-ILLINOIS** RAO may continue this service using **AMERITECH-ILLINOIS** RAO. One exception is when the CLEC is providing Hosting service using **AMERITECH-ILLINOIS** as an intermediary. In this situation, a Full Status RAO is required.

4.1.8 CLEC - If access records are received from the CMDS system, **AMERITECH-ILLINOIS** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.

4.1.9 Intentionally Omitted

4.1.10 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **AMERITECH-ILLINOIS** and CLEC shall send/receive data in EMI format. **AMERITECH-ILLINOIS** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.11 CLEC may return to **AMERITECH-ILLINOIS** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **AMERITECH-ILLINOIS** and the charges therefore deducted for reimbursement amount owing to **AMERITECH-ILLINOIS**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.12 (ILEC only) CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 INTERCOMPANY SETTLEMENT (ICS)

4.2.1 **AMERITECH-ILLINOIS** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **AMERITECH-ILLINOIS** and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

4.3 NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **AMERITECH-ILLINOIS** and billed by the CLEC, or messages originated by the CLEC and billed by **AMERITECH-ILLINOIS** within the same **AMERITECH-ILLINOIS** Ameritech State. For example, an alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** would not be NICS.

4.3.2 900 calls are handled by Interexchange Carriers (IXCs) through the Meet Point Billing arrangement when the service is jointly provided. 976 Calls billed to an in-region credit card or third number will be handled via the **AMERITECH-ILLINOIS** State specific settlement process. 976 calls billed to a credit card or third number outside of **AMERITECH-ILLINOIS**' region will be handled via CMDS and Third Number Settlement (CATS) process.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **AMERITECH-ILLINOIS** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **AMERITECH-ILLINOIS** prior to the effective date of this agreement and sharing an **AMERITECH-ILLINOIS** RAO, may continue this service using **AMERITECH-ILLINOIS**'s RAO. One exception is when the CLEC is providing Hosting service using **AMERITECH-ILLINOIS** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 Intentionally Omitted

4.3.6 Intentionally Omitted

4.3.7 For calls originating and billing within a non- **AMERITECH-ILLINOIS**, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Exhibit A, Price Schedule. If **AMERITECH-ILLINOIS** is already providing the service described in this Appendix to CLEC under a predecessor agreement, this section shall not apply.

5.2 Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. Late payments will be subject to late payment charges as provided for in the General Terms and Conditions.

6. TERM OF AGREEMENT

6.1 The term of this appendix will be the same as the term of the interconnection agreement to which it is attached.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Exhibit A
Hosting Price Schedule
AMERITECH-ILLINOIS region

1. **Start-Up Fee:**
   $16,000

One time fee for enabling the **AMERITECH-ILLINOIS** billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. Basic Price Components – CLEC/ILEC in Region:

A. Message distribution Fees:
   1) Monthly transmission fee $250

B. ICS Settlement (CLEC only)
   1) Monthly settlement processing fee $200

1. Basic Price Components - ILEC:

A. Message distribution Fees:

1) CLEC will pay **AMERITECH-ILLINOIS** according a negotiated price schedule based on message volumes and/or a minimum payment per month.

i.e.: Number of Messages per Month	Rate per Message
0 – xxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
over xxxx	.xx

Consulting $150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit B
Change Request by Carrier
AMERITECH-ILLINOIS region

For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

Change Requests:

- Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.

- The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.

- CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.

- Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.

General:

- Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.

- CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by CLEC in writing.

- For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been

received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILECs doing business in Illinois.

2. DEFINITIONS

2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including **AMERITECH-ILLINOIS** that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 "OPC" means Originating Point Code.

2.4 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.5 **"Query"** means a message that represents a request to a Database for information.

2.6 **"Query Rate"** means a per-query usage rate that applies to each Query received at an **AMERITECH-ILLINOIS** Database.

2.7 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an **AMERITECH-ILLINOIS** STP to the SCP where LIDB resides and back.

2.8 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

3.1 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **AMERITECH-ILLINOIS** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2

3.2 **AMERITECH-ILLINOIS** will provide CLEC with access to **AMERITECH-ILLINOIS'** CNAM Database for CNAM Query. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).

3.3 All CLEC CNAM Queries to **AMERITECH-ILLINOIS'** CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for **AMERITECH-ILLINOIS** to properly process Queries to its CNAM Database.

3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **Ameritech-Illinois'** CCS/SS7 network. CLEC further agrees that **AMERITECH-ILLINOIS**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **AMERITECH-ILLINOIS'** CCS/SS7 network to guard against these detrimental effects. **AMERITECH-ILLINOIS** will report to CLEC any instances where overload controls are invoked. CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation. Protective controls will be applied in a non-discriminatory manner so as not to favor **AMERITECH-ILLINOIS** or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other. Notwithstanding the foregoing, to extent that **AMERITECH-ILLINOIS** identifies a particular Query originator as the source of the overload. The parties agree that resolution of the overload condition may require action solely between **AMERITECH-ILLINOIS** and such Query originator.

3.5 Prior to **AMERITECH-ILLINOIS** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, **AMERITECH-ILLINOIS**, at its sole discretion,

determines that it lacks adequate processing capability to provide LIDB Service to CLEC, **AMERITECH-ILLINOIS** shall notify CLEC of **Ameritech-Illinois'** intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **AMERITECH-ILLINOIS**. This paragraph shall not be applicable if AMERITECH-ILLINOIS has already begun to provide LIDB Service under a previous agreement with CLEC.

3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

3.7 CLEC understands that access to **AMERITECH-ILLINOIS'** LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in **AMERITECH-ILLINOIS'** LIDB and/or CNAM Database. When a region in **AMERITECH-ILLINOIS** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **AMERITECH-ILLINOIS** will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.

3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in **AMERITECH-ILLINOIS'** LIDB; accordingly **AMERITECH-ILLINOIS** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 **AMERITECH-ILLINOIS** provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where **AMERITECH-ILLINOIS** is the incumbent local exchange carrier. CLEC agrees that any use of **AMERITECH-ILLINOIS'** LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where **AMERITECH-ILLINOIS** is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

4.1 CLEC will pay **AMERITECH-ILLINOIS** a per-Query rate for each Query initiated into **AMERITECH-ILLINOIS'** LIDB. CLEC will also pay **AMERITECH-ILLINOIS** a per-Query Transport Rate for each Validation and OLNS Query initiated into **AMERITECH-ILLINOIS'** LIDB and. These rates are set forth in Appendix Pricing.

4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 CLEC will make payment to **AMERITECH-ILLINOIS** for LIDB Service based upon the rates set forth in Appendix Pricing.

4.5 Except as set forth in Section 4.11, **AMERITECH-ILLINOIS** will record usage information for CLEC's LIDB Service Queries terminating to **Ameritech-Illinois'** LIDB. **AMERITECH-ILLINOIS** will use its SCPs as the source of usage data.

4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 16 of the General Terms and Conditions of this Agreement.

4.7 CLEC will notify **AMERITECH-ILLINOIS** via Access Service Request process when CLEC discontinues use of an OPC used to Query LIDB.

4.8 **AMERITECH-ILLINOIS** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to **AMERITECH-ILLINOIS'** LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within **AMERITECH-ILLINOIS'** incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

4.10 If CLEC operates in more than one (1) State in the Ameritech incumbent region(s), **AMERITECH-ILLINOIS** will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. **AMERITECH-ILLINOIS** will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB information. **AMERITECH-ILLINOIS** will create a weighted Ameritech-region LIDB rate based on how often the data of a particular state is accessed by all companies. For example, if Illinois data is accessed 70% of the time, Indiana is accessed 10%, Michigan, is 9%, Wisconsin is 6%, and Ohio is 5%, **AMERITECH-ILLINOIS** would create a single rate that is composed of 70% of the Illinois rate, 10% of the Indiana rate, 9% of the Michigan rate, 6% of the Wisconsin rate, and 5% of the Ohio rate). **AMERITECH-ILLINOIS** would use the final or interim rate from each state, as applicable, in the calculation.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in **AMERITECH-ILLINOIS'** LIDB (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **AMERITECH-ILLINOIS'** LIDB. **AMERITECH-ILLINOIS** agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that **AMERITECH-ILLINOIS** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in **AMERITECH-ILLINOIS'** LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB usage

5.3.6 Information related to billing for LIDB usage

5.3.7 LIDB usage statistics

5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **AMERITECH-ILLINOIS'** LIDB.

5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **Ameritech-Illinois'** LIDB.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **AMERITECH-ILLINOIS** or CLEC to terminate the Appendix, **AMERITECH-ILLINOIS** and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort

(including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service

7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents.

7.3 In no event shall **AMERITECH-ILLINOIS** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.

7.4 **AMERITECH-ILLINOIS** is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **AMERITECH-ILLINOIS** agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that **AMERITECH-ILLINOIS** can furnish Line Record information only as accurate and current as the information has been provided to **AMERITECH-ILLINOIS** for inclusion in its LIDB. Therefore, **AMERITECH-ILLINOIS**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **Ameritech-Illinois'** willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY **AMERITECH-ILLINOIS** HEREUNDER SHALL BE PROVIDED "AS IS". **AMERITECH-ILLINOIS** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **AMERITECH-ILLINOIS** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that **AMERITECH-ILLINOIS'** Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **AMERITECH-ILLINOIS**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **AMERITECH-ILLINOIS'** Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **AMERITECH-ILLINOIS'** willful misconduct or gross negligence.

7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **Ameritech-Illinois'** Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **AMERITECH-ILLINOIS**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **AMERITECH-ILLINOIS** harmless from and defend and indemnify **AMERITECH-ILLINOIS** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is

provided, except for such privacy-related claims, damages or actions caused by **AMERITECH-ILLINOIS'** willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from **AMERITECH-ILLINOIS** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 CLEC agrees to make its Line Record Information available to **AMERITECH-ILLINOIS**. Should CLEC store its Line Record information in a database other than **AMERITECH-ILLINOIS'**, CLEC will make such Information available to **AMERITECH-ILLINOIS** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **AMERITECH-ILLINOIS** and the database provider. **AMERITECH-ILLINOIS** agrees to negotiate in good faith to reach such an agreement. If **AMERITECH-ILLINOIS** is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by **AMERITECH-ILLINOIS'** service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-IL** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-IL** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-IL** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-IL** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix PRICING to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

Access Area:	Total Access Lines:
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-IL**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-**

IL will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **AM-IL** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-IL** network, without any changes to **AM-IL**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-IL** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-IL** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-IL** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Appendix, a credit will be generated for access calls billed by Illinois Bell Telephone Company.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

			AIT Generic Rates		
ILLINOIS			**AIT RECURRING**	**AIT NON-REC.**	
			Monthly		
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
	2-Wire Analog -Rural (Access Area C)		$ 11.40	See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)		$ 7.07	See NRC prices below	
	2-Wire Analog - Metro (Access Area A)		$ 2.59	See NRC prices below	
	Conditioning for dB Loss		N/A		
	4-Wire Analog - Rural (Access Area C)		$ 26.63	See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)		$ 16.82	See NRC prices below	
	4-Wire Analog - Metro Access Area C)		$ 4.08	See NRC prices below	
	2-Wire Digital - Rural (Access Area C)		$ 13.68	See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)		$ 8.88	See NRC prices below	
	2-Wire Digital - Metro (Access Area A)		$ 2.71	See NRC prices below	
	4-Wire Digital - Rural (Access Area C)		$ 61.56	See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 61.45	See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 73.46	See NRC prices below	
	DS3 Loop - Rural (Access Area C)		$ 893.25	See NRC prices below	
	DS3 Loop - Suburban (Access Area B)		$ 886.89	See NRC prices below	
	DS3 Loop - Metro (Access Area A)		$ 539.75	See NRC prices below	
DSL Capable Loops					
	2-Wire Digital Loop ISDN/IDSL				
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural		See 2-Wire Digital	See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban		See 2-Wire Digital	See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro		See 2-Wire Digital	See NRC prices below	
	2-Wire xDSL Loop				
	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural		$ 11.40	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban		$ 7.07	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro		$ 2.59	See NRC prices below	
	4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural		$ 26.63	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban		$ 16.82	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro		$ 4.08	See NRC prices below	
IDSL Capable Loop					
	IDSL Loop Access Area C - Rural		$ 13.68	See NRC prices below	
	IDSL Loop Access Area B - Suburban		$ 8.88	See NRC prices below	
	IDSL Loop Access Area A - Metro		$ 2.71	See NRC prices below	
	HFPL Loop				
*	HFPL Loop - Access Area C- Rural		$ 5.70	N/A	N/A
*	HFPL Loop - Access Area B- Suburban		$ 3.54	N/A	N/A
*	HFPL Loop - Access Area A- Metro		$ 1.30	N/A	N/A
	Loop Qualification Process				
		Loop Qualification Process - Mechanized	N/A	$ 0.10	N/A
		Loop Qualification Process - Manual per minute	N/A	$ 1.98	N/A
		Loop Qualification Process - Detailed Manual	N/A	TBD	N/A

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
	HFPL Splitter					
*		SBC owned splitter--line at a time	$ 1.09		N/A	N/A
	DSL Conditioning Options - >12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$144.82	N/A
		Removal Bridged Tap Option	N/A		$568.68	N/A
		Removal of Load Coil	N/A		$569.92	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
		Removal of Repeater Options	N/A		$178.87	N/A
		Removal Bridged Tap Option	N/A		$458.41	N/A
		Removal of Load Coil	N/A		$743.85	N/A
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Bus Line Connection		NA		$ 25.08	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Res Line Connection		NA		$ 25.08	N/A
*	HFPL Service Order Charge		NA		$13.17	N/A
DS3 Loop Non-Recurring Charges						
	Administrative		N/A		$ 207.41	N/A
	Design & Central Office		N/A		$ 659.30	N/A
	Customer Connection		N/A		$ 228.36	N/A
SUB-LOOPS						
	CO to RT sub-loop					
		2 Wire Analog - area A	$ 3.72		See NRC prices below	
		2 Wire Analog - area B	$ 5.50		See NRC prices below	
		2 Wire Analog - area C	$ 6.73		See NRC prices below	
		4 Wire Analog - area A	$ 7.71		See NRC prices below	
		4 Wire Analog - area B	$ 14.13		See NRC prices below	
		4 Wire Analog - area C	$ 16.62		See NRC prices below	
		2 Wire DSL - area A	N/A		See NRC prices below	
		2 Wire DSL - area B	N/A		See NRC prices below	
		2 Wire DSL - area C	N/A		See NRC prices below	
		4 Wire DSL - area A	N/A		See NRC prices below	
		4 Wire DSL - area B	N/A		See NRC prices below	
		4 Wire DSL - area C	N/A		See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 9.55		See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 11.69		See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 15.30		See NRC prices below	
		4 Wire DS1 Compatible - area A	$ 80.71		See NRC prices below	
		4 Wire DS1 Compatible - area B	$ 79.21		See NRC prices below	
		4 Wire DS1 Compatible - area C	$ 93.21		See NRC prices below	
		DS3 compatible subloop - area A	$ 537.15		See NRC prices below	
		DS3 compatible subloop - area B	$ 865.98		See NRC prices below	
		DS3 compatible subloop - area C	$ 871.00		See NRC prices below	
	CO to SAI Sub-Loop					
		2 Wire Analog - area A	$ 3.70		See NRC prices below	
		2 Wire Analog - area B	$ 6.98		See NRC prices below	
		2 Wire Analog - area C	$ 7.83		See NRC prices below	
		4 Wire Analog - area A	$ 7.70		See NRC prices below	
		4 Wire Analog - area B	$ 17.18		See NRC prices below	
		4 Wire Analog - area C	$ 18.85		See NRC prices below	
		2 Wire DSL - area A	$ 3.54		See NRC prices below	
		2 Wire DSL - area B	$ 6.73		See NRC prices below	
		2 Wire DSL - area C	$ 6.84		See NRC prices below	
		4 Wire DSL - area A	$ 6.77		See NRC prices below	
		4 Wire DSL - area B	$ 13.17		See NRC prices below	
		4 Wire DSL - area C	$ 13.33		See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 4.52		See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 11.36		See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 13.82		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	

			AIT Generic Rates		
ILLINOIS			AIT RECURRING	AIT NON-REC.	
			Monthly		
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	CO to Terminal sub-loop				
		2 Wire Analog - area A	$ 3.68	See NRC prices below	
		2 Wire Analog - area B	$ 11.27	See NRC prices below	
		2 Wire Analog - area C	$ 16.51	See NRC prices below	
		4 Wire Analog - area A	$ 7.74	See NRC prices below	
		4 Wire Analog - area B	$ 25.73	See NRC prices below	
		4 Wire Analog - area C	$ 36.19	See NRC prices below	
		2 Wire DSL - area A	$ 3.53	See NRC prices below	
		2 Wire DSL - area B	$ 11.02	See NRC prices below	
		2 Wire DSL - area C	$ 15.52	See NRC prices below	
		4 Wire DSL - area A	$ 6.80	See NRC prices below	
		4 Wire DSL - area B	$ 21.71	See NRC prices below	
		4 Wire DSL - area C	$ 30.68	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 4.51	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 15.65	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 22.50	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	RT to SAI sub-loop				
		2 Wire Analog - area A	$ 0.99	See NRC prices below	
		2 Wire Analog - area B	$ 1.64	See NRC prices below	
		2 Wire Analog - area C	$ 1.70	See NRC prices below	
		4 Wire Analog - area A	$ 2.00	See NRC prices below	
		4 Wire Analog - area B	$ 3.34	See NRC prices below	
		4 Wire Analog - area C	$ 3.35	See NRC prices below	
		2 Wire DSL - area A	$ 0.99	See NRC prices below	
		2 Wire DSL - area B	$ 1.64	See NRC prices below	
		2 Wire DSL - area C	$ 1.70	See NRC prices below	
		4 Wire DSL - area A	$ 2.00	See NRC prices below	
		4 Wire DSL - area B	$ 3.34	See NRC prices below	
		4 Wire DSL - area C	$ 3.35	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 0.99	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 1.64	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 1.70	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	RT to Terminal sub-loop				
		2 Wire Analog - area A	$ 0.98	See NRC prices below	
		2 Wire Analog - area B	$ 5.93	See NRC prices below	
		2 Wire Analog - area C	$ 10.38	See NRC prices below	
		4 Wire Analog - area A	$ 2.03	See NRC prices below	
		4 Wire Analog - area B	$ 11.88	See NRC prices below	
		4 Wire Analog - area C	$ 20.70	See NRC prices below	
		2 Wire DSL - area A	$ 0.98	See NRC prices below	
		2 Wire DSL - area B	$ 5.93	See NRC prices below	
		2 Wire DSL - area C	$ 10.38	See NRC prices below	
		4 Wire DSL - area A	$ 2.03	See NRC prices below	
		4 Wire DSL - area B	$ 11.88	See NRC prices below	
		4 Wire DSL - area C	$ 20.70	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 0.98	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 5.93	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 10.38	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	

			AIT Generic Rates		
ILLINOIS			AIT RECURRING		AIT NON-REC.
			Monthly		
	RT to NID sub-loop				
		2 Wire Analog - area A	$ 2.14		See NRC prices below
		2 Wire Analog - area B	$ 7.36		See NRC prices below
		2 Wire Analog - area C	$ 11.84		See NRC prices below
		4 Wire Analog - area A	$ 4.36		See NRC prices below
		4 Wire Analog - area B	$ 14.74		See NRC prices below
		4 Wire Analog - area C	$ 23.64		See NRC prices below
		2 Wire DSL - area A	$ 2.14		See NRC prices below
		2 Wire DSL - area B	$ 7.36		See NRC prices below
		2 Wire DSL - area C	$ 11.84		See NRC prices below
		4 Wire DSL - area A	$ 4.36		See NRC prices below
		4 Wire DSL - area B	$ 14.74		See NRC prices below
		4 Wire DSL - area C	$ 23.64		See NRC prices below
		2 Wire ISDN Compatible - area A	$ 2.14		See NRC prices below
		2 Wire ISDN Compatible - area B	$ 7.36		See NRC prices below
		2 Wire ISDN Compatible - area C	$ 11.84		See NRC prices below
		4 Wire DS1 Compatible - area A	$ 22.88		See NRC prices below
		4 Wire DS1 Compatible - area B	$ 33.15		See NRC prices below
		4 Wire DS1 Compatible - area C	$ 42.04		See NRC prices below
		DS3 compatible subloop - area A	$ 537.15		See NRC prices below
		DS3 compatible subloop - area B	$ 865.98		See NRC prices below
		DS3 compatible subloop - area C	$ 871.00		See NRC prices below
	SAI to Terminal sub-loop				
		2 Wire Analog - area A	$ 1.94		See NRC prices below
		2 Wire Analog - area B	$ 6.00		See NRC prices below
		2 Wire Analog - area C	$ 9.89		See NRC prices below
		4 Wire Analog - area A	$ 3.93		See NRC prices below
		4 Wire Analog - area B	$ 11.99		See NRC prices below
		4 Wire Analog - area C	$ 19.76		See NRC prices below
		2 Wire DSL - area A	$ 1.94		See NRC prices below
		2 Wire DSL - area B	$ 6.00		See NRC prices below
		2 Wire DSL - area C	$ 9.89		See NRC prices below
		4 Wire DSL - area A	$ 3.93		See NRC prices below
		4 Wire DSL - area B	$ 11.99		See NRC prices below
		4 Wire DSL - area C	$ 19.76		See NRC prices below
		2 Wire ISDN Compatible - area A	$ 1.94		See NRC prices below
		2 Wire ISDN Compatible - area B	$ 6.00		See NRC prices below
		2 Wire ISDN Compatible - area C	$ 9.89		See NRC prices below
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below
		DS3 compatible subloop - area A	N/A		See NRC prices below
		DS3 compatible subloop - area B	N/A		See NRC prices below
		DS3 compatible subloop - area C	N/A		See NRC prices below
	SAI to NID sub-loop				
		2 Wire Analog - area A	$ 3.08		See NRC prices below
		2 Wire Analog - area B	$ 7.41		See NRC prices below
		2 Wire Analog - area C	$ 11.36		See NRC prices below
		4 Wire Analog - area A	$ 6.25		See NRC prices below
		4 Wire Analog - area B	$ 14.84		See NRC prices below
		4 Wire Analog - area C	$ 22.70		See NRC prices below
		2 Wire DSL - area A	$ 3.08		See NRC prices below
		2 Wire DSL - area B	$ 7.41		See NRC prices below
		2 Wire DSL - area C	$ 11.36		See NRC prices below
		4 Wire DSL - area A	$ 6.25		See NRC prices below
		4 Wire DSL - area B	$ 14.84		See NRC prices below
		4 Wire DSL - area C	$ 22.70		See NRC prices below
		2 Wire ISDN Compatible - area A	$ 3.08		See NRC prices below
		2 Wire ISDN Compatible - area B	$ 7.41		See NRC prices below
		2 Wire ISDN Compatible - area C	$ 11.36		See NRC prices below
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below
		DS3 compatible subloop - area A	N/A		See NRC prices below
		DS3 compatible subloop - area B	N/A		See NRC prices below
		DS3 compatible subloop - area C	N/A		See NRC prices below
	Terminal to NID sub-loop				
		2 Wire Analog - area A	$ 1.75		See NRC prices below
		2 Wire Analog - area B	$ 2.04		See NRC prices below

			AIT Generic Rates		
ILLINOIS			AIT RECURRING	AIT NON-REC.	
			Monthly		
		2 Wire Analog - area C	$ 2.08	See NRC prices below	
		4 Wire Analog - area A	$ 3.56	See NRC prices below	
		4 Wire Analog - area B	$ 4.09	See NRC prices below	
		4 Wire Analog - area C	$ 4.17	See NRC prices below	
		2 Wire DSL - area A	$ 1.75	See NRC prices below	
		2 Wire DSL - area B	$ 2.04	See NRC prices below	
		2 Wire DSL - area C	$ 2.08	See NRC prices below	
		4 Wire DSL - area A	$ 3.56	See NRC prices below	
		4 Wire DSL - area B	$ 4.09	See NRC prices below	
		4 Wire DSL - area C	$ 4.17	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 1.75	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 2.04	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 2.08	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	NID sub-loop element				
		2 Wire Analog - area A	$ 0.19	See NRC prices below	
		2 Wire Analog - area B	$ 0.24	See NRC prices below	
		2 Wire Analog - area C	$ 0.20	See NRC prices below	
		4 Wire Analog - area A	$ 0.42	See NRC prices below	
		4 Wire Analog - area B	$ 0.50	See NRC prices below	
		4 Wire Analog - area C	$ 0.42	See NRC prices below	
		2 Wire DSL - area A	$ 0.19	See NRC prices below	
		2 Wire DSL - area B	$ 0.24	See NRC prices below	
		2 Wire DSL - area C	$ 0.20	See NRC prices below	
		4 Wire DSL - area A	$ 0.42	See NRC prices below	
		4 Wire DSL - area B	$ 0.50	See NRC prices below	
		4 Wire DSL - area C	$ 0.42	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 0.19	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 0.24	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 0.20	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	SPOI sub-loop element				
		2 Wire Analog - area A	$ 0.82	See NRC prices below	
		2 Wire Analog - area B	$ 0.82	See NRC prices below	
		2 Wire Analog - area C	$ 0.82	See NRC prices below	
		4 Wire Analog - area A	$ 1.65	See NRC prices below	
		4 Wire Analog - area B	$ 1.65	See NRC prices below	
		4 Wire Analog - area C	$ 1.65	See NRC prices below	
		2 Wire DSL - area A	$ 0.82	See NRC prices below	
		2 Wire DSL - area B	$ 0.82	See NRC prices below	
		2 Wire DSL - area C	$ 0.82	See NRC prices below	
		4 Wire DSL - area A	$ 1.65	See NRC prices below	
		4 Wire DSL - area B	$ 1.65	See NRC prices below	
		4 Wire DSL - area C	$ 1.65	See NRC prices below	
		2 Wire ISDN Compatible - area A	$ 0.82	See NRC prices below	
		2 Wire ISDN Compatible - area B	$ 0.82	See NRC prices below	
		2 Wire ISDN Compatible - area C	$ 0.82	See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
		DS3 compatible subloop - area A	N/A	See NRC prices below	
		DS3 compatible subloop - area B	N/A	See NRC prices below	
		DS3 compatible subloop - area C	N/A	See NRC prices below	
	Sub-Loop Non-Recurring Charges				
		2-Wire Analog Sub-Loop		$ 238.21	
		4-Wire Analog Sub-Loop		$ 239.27	
		2-Wire xDSL Digital Sub-Loop		$ 274.66	
		4-Wire xDSL Digital Sub-Loop		$ 279.25	
		2-Wire ISDN Digital Sub-Loop		$ 305.92	

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			$ 513.73	
		DS3 Sub-Loop			$ 677.02	
	Service Order Charge					
		Establish, per occasion			$ 13.17	
		Add or change, per occasion			$ 13.17	
	Line Connection Charge					
		per occasion			$ 25.08	
		Sub-Loop Inquiry Charge	N/A		$ 78.29	N/A
DSL Cross Connects						
*	HFPL Cross Connect - CLEC Owned Non Integrated		$ 0.56		$ 140.53	N/A
*	HFPL Cross Connect - CLEC Owned Integrated		$ 0.56		$ 140.53	N/A
*	HFPL Cross Connect - SBC Owned		$ 0.56		$ 140.53	N/A
	The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge						
*	HFPL OSS Charge - per line		$ 0.87		N/A	N/A
HFPL LST						
	Line & Station Transfer(LST)		N/A		TBD	TBD
Loop Cross Connects						
	DS3 C.O. Cross-Connect to Collocation		$ 33.14		N/A	N/A
Unbundled Local Switching			**USAGE**			
**	ULS Usage, per Originating or Terminating MOU (statewide)		$ -		NA	NA
	*** Pursuant to ICC Dockets #96-0486/0569 Consolidated*					
			PER MESSAGE			
	Daily Usage Feed (DUF), per message		$ 0.000918			
	Customized Routing, per Line Class Code, per switch		N/A		$ 232.00	NA
	Billing Establishment, per CLEC, per switch		NA		$ 138.12	NA
	Service Coordination Fee, per CLEC bill, per switch		$ 1.15		N/A	NA
Unbundled Local Switching with Shared Transport			**USAGE**			
**	ULS-Usage for ULS-ST, per Originating & Terminating MOU		$ -		NA	NA
	ULS-ST Blended Transport MOU		$ 0.001262		NA	NA
	ULS-ST Reciprocal Compensation MOU		$ 0.001100		NA	NA
	ULS-ST Common Transport MOU		$ 0.000809		NA	NA
	ULS-ST Tandem Switching MOU		$ 0.000215		NA	NA
			PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST		$ 0.000176		N/A	NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		N/A		$ 131.45	NA
Port Charge Per Month						
	Analog Line Port		$ 5.01		$ 53.01	N/A
	Ground Start Port		$ 5.78		$ 53.01	N/A
	Analog DID Trunk Port		$ 10.63		$ 53.01	N/A
	ISDN BRI Port		$ 28.42		$ 53.01	N/A
	ISDN PRI Port		$ 155.90		$ 778.06	N/A
	Digital Trunking Trunk Port		$ 102.08		$ 778.06	N/A
	DS1 Trunk Port		$ 56.78		$ 778.06	N/A
	Centrex Basic Line Port		$ 9.55		$ 53.01	N/A
	Centrex ISDN BRI Port		$ 42.07		$ 53.01	N/A
	Centrex EKL Line Port		$ 27.84		$ 53.01	N/A
	Centrex Attendant Console Line Port		$ 86.89		$ 106.01	N/A
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		$ 16.37	N/A
	Service Order - Trunk Port, per occasion		NA		$ 410.63	N/A
	Service Order - Record Order, per occasion		NA		$ 14.60	N/A
	Conversion from one port type to another, per each port changed		NA		$ 47.75	N/A
Cross Connects						
	2-Wire		$ 0.14		NA	NA
	4-Wire		$ 0.31		NA	NA
	6-Wire		$ 0.45		NA	NA

			AIT Generic Rates		
ILLINOIS			AIT RECURRING	AIT NON-REC.	
			Monthly		
	8-Wire		$ 0.62	NA	NA
	DS1/LT1		$ 0.43	NA	NA
	DS3/LT3		$ 0.76	NA	NA
	OC3		$ 76.83	NA	NA
	OC12		$ 405.01	NA	NA
	OC48		$ 981.34	NA	NA
Tandem Switching					
	per minute of use (without Tandem Trunks)		$ 0.000569	NA	NA
Dedicated Transport					
	Entrance Facility:				
	DS1	Area A	$ 73.46	NA	NA
		Area B	$ 61.45	NA	NA
		Area C	$ 61.56	NA	NA
	DS3	Area A	$ 686.47	NA	NA
		Area B	$ 768.77	NA	NA
		Area C	$ 752.87	NA	NA
	OC3	All Areas	$ 311.34	NA	NA
	OC12	All Areas	$ 547.79	NA	NA
	OC48	All Areas	$ 2,418.86	NA	NA
	Interoffice Transport:				
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 17.35	NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 1.88	NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 146.93	NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 29.81	NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 342.69	NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 208.80	NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 571.38	NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 376.16	NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 1,269.31	NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 320.69	NA	NA
Multiplexing					
	DS1 to Voice Grade		$ 275.34	NA	NA
	DS3 to DS1		$ 404.30	NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 542.03	NA	NA
		Add/Drop Function			
		- Per DS3 Add or Drop	$ 105.15	NA	NA
		- Per DS1 Add or Drop	$ 32.48	NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 637.78	NA	NA
		Add/Drop Function			
		- Per OC3 Add or Drop	$ 146.47	NA	NA
		- Per DS3 Add or Drop	$ 31.77	NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 724.77	NA	NA
		Add/Drop Function			
		- Per OC12 Add or Drop	$ 317.08	NA	NA
		- Per OC3 Add or Drop	$ 146.91	NA	NA
		- Per DS3 Add or Drop	$ 49.90	NA	NA
Dedicated Transport Cross Connects					
	DS1		$ 0.43	NA	NA
	DS3		$ 0.76	NA	NA
	OC3		$ 76.83	NA	NA
	OC12		$ 405.01	NA	NA
	OC48		$ 981.34	NA	NA
Dark Fiber					
	Dark Fiber Interoffice				
		Dark Fiber Interoffice Termination (Per Termination per Fiber)	$81.19	NA	NA
		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	$0.00179	NA	NA
		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	$3.43	NA	NA
	Dark Fiber Loop				
		Dark Fiber Loop Termination (Per Termination per Fiber)	$13.02	NA	NA
		Dark Fiber Loop Mileage (Per Fiber per Foot)	$0.00210	NA	NA
		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	$2.71	NA	NA
	Inquiry (Per Request)				

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Dark Fiber Loop - NRC	NA		$75.13	NA
		Dark Fiber Sub-Loop - NRC	NA		$75.13	NA
		Dark Fiber Interoffice Transport - NRC	NA		$322.13	NA
	FIRM ORDER (Per Fiber Strand)					
		Administrative per Order	NA		$23.06	NA
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		$417.16	NA
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		$417.16	NA
		Dark Fiber Interofcfice Transport - NRC	NA		$594.15	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 443.18	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 41.59		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 41.59		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 41.59		NA	NA
		- (2) Per Quarter Route Mile	$ 62.34		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 205.74		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 205.74		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 205.74		NA	NA
		- (2) Per Quarter Route Mile	$ 54.20		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 848.18		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 848.18		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 848.18		NA	NA
		- (2) Per Quarter Route Mile	$ 96.65		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 406.61	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 632.71	NA
		Carrier Connection Charge - Per Order	NA		$ 585.51	NA
	DS3	Administration Charge - Per Order	NA		$ 308.22	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 671.16	NA
		Carrier Connection Charge - Per Order	NA		$ 377.25	NA
	OC3	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
	OC12	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
	OC48	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016151	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000020	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016151	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000132	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)		$ 0.009942	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)		$ 0.009942	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update
800 Database			**USAGE**			

		AIT Generic Rates			
ILLINOIS		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly			
	Toll Free Database Query (Regional STP Access)	$ 0.001129	(per query)		
	Call Handling and Destination (Regional STP Access)	$ 0.000125	(per query)		
	Toll Free Database Query (Local STP Access)	$ 0.001237	(per query)		
	Call Handling and Destination (Local STP Access)	$ 0.000234	(per query)		
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 263.19		$ 714.11	N/A
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000133			
	Signal Transport/IAM msg	$ 0.000084			
	Signal Formulation/IAM msg	$ 0.000451			
	Signal Tandem Switching/IAM msg	$ 0.000299			
	Signal Switching/TCAP msg	$ 0.000108			
	Signal Transport/TCAP msg	$ 0.000057			
	Signal Formulation/TCAP msg	$ 0.000324			
	Point Code Addition	N/A		$ 24.75	N/A
	Global Title Translation Addition	N/A		$ 13.31	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -		TBD	N/A
Call Forwarding Variable		$ -		TBD	N/A
Call Forwarding Busy Line		$ -		TBD	N/A
Call Forwarding Don't Answer		$ -		TBD	N/A
Three-Way Calling		$ -		TBD	N/A
Speed Calling - 8		$ -		TBD	N/A
Speed Calling - 30		$ -		TBD	N/A
Auto Callback/Auto Redial		$ -		TBD	N/A
Distinctive Ring/Priority Call		$ -		TBD	N/A
Selective Call Rejection/Call Blocker		$ -		TBD	N/A
Auto Recall/Call Return		$ -		TBD	N/A
Selective Call Forwarding		$ -		TBD	N/A
Calling Number Delivery		$ -		TBD	N/A
Calling Name Delivery		$ -		TBD	N/A
Calling Number/Name Blocking		$ -		TBD	N/A
Anonymous Call Rejection (to date only available in Texas)		NA		NA	N/A
Remote Access to Call Forwarding (RACF)		$ -		TBD	N/A
Analog Line Port Features:					
Personalized Ring (per arrangement per port)		$ -		TBD	N/A
Hunting Arrangement (per arrangement)		$ -		TBD	N/A
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		$ -			
Basic Electonic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					

	AIT Generic Rates			
ILLINOIS	AIT RECURRING		AIT NON-REC.	
	Monthly			
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	$ 0.01		NA	
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		$ 491.38	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		$ 491.38	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		$ 491.38	NA
System Subsequent Change per Serving Office - Analog only system	NA		$ 66.04	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		$ 66.04	NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		$ 66.04	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
System feature initialization per Centrex Common Block	$ -		$ 260.52	NA
System Features (per Centrex Common Block):	$ 304.33		NA	NA
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI						
Standard feature initialization per Centrex System			$ -		$ 260.52	NA
System features (per Centrex Common Block):			$ 304.33		NA	NA
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
*** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**						
RESALE						
	See the "Illinois Resale Pricing" schedule					
Line Connection Charge						
Residence					NA	
Business					NA	
Service Order/Service Request Charge						
Residence					$18.85	
Business					$14.12	
Non-Electronic (Manual) Service Order Charge						
Residence					$24.19	
Business					$17.17	
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.15		NA	NA

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Directory Assistance/National Directory Assistance, per occurrence	$ 0.35		NA	NA
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	DA Listings					
	DA Listing Liscense					
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.040	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #2 Full File (all states inclusive) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
		- per listing for initial load	NA		$ 0.050	NA
		- per listing for subsequent updates	NA		$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release				
		- per listing for initial load	NA		$ 0.020	NA
		- per listing for subsequent updates	NA		$ 0.030	NA
		- per usage/query	NA		$ 0.020	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per work second	$ 0.02		NA	NA
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA		$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
	Structure Access - Poles & Ducts		Annually			
		Per Pole attachment	$ 2.36		NA	NA
		Per Foot of innerduct	$ 0.41		NA	NA
		Application fee			$ 200.00	
	Emergency Number Service Access					
		911 Selective Router Interconnection				
		-Digital DS1 Interface	$ 198.11		$ 706.64	
		-Each DSO installed	$ -		$ 507.00	
		-Analog Channel Interface	$ 19.99		$ 610.45	
		ANI/ALI/SR and Database Management				
		- Per 100 records, rounded up to nearest 100	$ 77.97		$ 6.46	
		911 Selective Router Switch Administration				
		-Per Selective Router	$ 91.49		$ 5,557.82	
RECIPROCAL COMPENSATION						
	End Office Local Termination					
		Set up charge, per call	$ 0.009512			
		Duration charge, per MOU	$ 0.000967			
	Tandem Switching					
		Set up charge, per call	$ 0.000496			
		Duration charge, per MOU	$ 0.000927			
	Tandem Transport Termination, per MOU		$ 0.000201			
	Tandem Transport Facility per MOU, per Mile		$ 0.000013			

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004836		NA	
	Tandem Termination					
		per minute of use	$ 0.000189		NA	
	Tandem Facility					
		per minute of use	$ 0.000093		NA	
COLLOCATION						
	Applicable to Cageless Physical Collocation Only					
		Order Charge/Connect Order			$ 401.98	
		Order Charge/Disconnect Order			$ 10.22	
		COBO per Initial bay			$ 18,591.79	
		50%			$ 9,295.90	
		25%			$ 4,647.95	
		COBO ea addl bay			$ 4,180.28	
		50%			$ 2,090.14	
		25%			$ 1,045.07	
		CO Floor Space/bay	$ 32.60			
		COBO per Initial Large bay			$ 22,527.60	
		50%			$ 11,263.80	
		25%			$ 5,631.90	
		COBO ea addl Large bay			$ 6,011.88	
		50%			$ 3,005.94	
		25%			$ 1,502.97	
		Order Charge/Connect Order			$ 401.98	
		CO Floor Space/Large bay	$ 174.62			
	Applicable to Caged Physical & Shared Cage Physical Collocation Only					
		Order Charge per Connect Order			$ 554.01	
		Order Charge/Disconnect order			$ 10.22	
		COBO per initial 50 sqft			$ 32,844.67	
		50%			$ 16,422.34	
		25%			$ 8,211.17	
		COBO ea addl 50 sqft			$ 12,021.33	
		50%			$ 6,010.67	
		25%			$ 3,005.33	
		Enclosure 1st 50 sqft			$ 2,957.51	
		enclosure ea addl 50 sqft			$ 1,353.70	
		CO floor space/50 sqft	$ 300.71			
	Applicable to All Physical Collocation Offerings:					
		Cable Pulling Ca Vault to Node -1st ft			$ 84.93	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.84	
		Power Delivery/Power lead			$ 1,802.03	
		Space Reservation			$ 801.93	
		Entrance Conduit/innerduct/ft	$ 0.06			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.57			
		Passive bay Term (bay&Panel)/DS3 term	$ 7.29			
		200 Conductor Block (outside node)	$ 64.25			
		Digital Timing Source/synch signal provided	$ 12.81			
		DS1 repeater	$ 5.95			
		DS3 repeater	$ 34.51			
		Security Photo ID card/card			$ 10.09	
	Applicable to All Physical & Virtual Collocation Offerings					
		Cable Vault Splicing - per initial			$ 209.75	
		Cable Vault Splicing - per subsequent			$ 15.55	
		Splice Testing - per Initial			$ 48.13	
		Splice Testing - per subsequent			$ 2.83	
		Cable Pulling MH to Cable Vault-1st ft			$ 227.60	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 1.14	
		Diverse Riser/flr traversed			$ 501.99	
		Power Consumption/Fuse Amp	N/A			

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Power Msmt Billing/Customer Arrgt	$ 11.49			
		Power Consumption/KWH	$ 0.28			
		Power Msmt/Customer Arrgt			$ 2,911.85	
		Power Msmt Engrg Charge/Existing Arrgt			$ 272.47	
		200 Conductor Electrical Cross Connect Block	$ 64.25			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 15.21			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 48.56			
		Optical Cross-Conn panel/OCX Panel segment	$ 5.84			
		Riser space/ft	$ 1.15			
	Applicable to Virtual Collocation Only					
		Service Order			$ 115.26	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 84.93	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.84	
		Proj Mgmt Fee 7' bay			$ 3,207.73	
		Proj Mgmt Fee - ea subs 7' bay			$ 1,603.87	
		Proj Mgmt Fee shelf			$ 2,405.80	
		Proj Mgmt Fee - ea addl shelf			$ 1,443.48	
		Proj Mgmt Fee - per rearrangement			$ 1,924.64	
		Power Delivery/7' Bay			$ 1,802.03	
		Thru Connect per DSX1 to DSX1	$ 0.24		$ 7.13	
		Thru Connect per OCX to OCX	$ 1.72		$ 7.13	
		7' bay (Co. provided/installed)/bay	$ 26.28		$ 452.34	
		7' bay (cust provided/installed)/bay	$ 22.34			
		Riser Space/fiber termination	$ 1.51			
		Digital Timing Source/timing ckt	$ 2.57			
		Entrance Facility/ft	$ 0.06			
	Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
		Cable Racking/ft	$ 0.70			
		Project Mgmt Fee			$ 1,028.66	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	
*** XDSL Promotion**				
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		$ 8.55	See NRC Prices Below	
Access Area B - Suburban		$ 5.30	See NRC Prices Below	
Access Area A - Metro		$ 1.94	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		$ 19.97	See NRC Prices Below	
Access Area B - Suburban		$ 12.61	See NRC Prices Below	
Access Area A - Metro		$ 3.06	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology		N/A	N/A	
Access Area C - Rural		$ 8.55	See NRC Prices Below	
Access Area B - Suburban		$ 5.30	See NRC Prices Below	
Access Area A - Metro		$ 1.94	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge			$ 9.88	
Loop Connection Charge			$ 18.81	
# UNE-P Promotion		N/A	N/A	
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop				
2-Wire Analog Loop	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

AMENDMENT
TO INTERCONNECTION AGREEMENT

By and Between

AMERITECH ILLINOIS

AND

TDS METROCOM

The Interconnection Agreement, dated September 21, 2001 ("the Agreement"), by and between Ameritech Illinois ("AMERITECH") and TDS Metrocom ("CLEC") is hereby amended as follows:

(1) Addition of Appendix Illinois Recourse Credits

(2) Table of Contents modified to add additional Appendix

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.

(4) This Amendment is intended to supersede and replace any provisions by which Ameritech was required to reimburse CLEC for amounts paid to CLEC's end users for failure to meet any performance or service related obligations. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall be filed the Illinois Commerce Commission ("ICC") and shall become effective ten (10) days following such filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 200_, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS METROCOM

By: _____

Title: Vice President

Name: _Nicholas D. Jackson_____
(Print or Type)

Date: 11/26/02

SBC Telecommunications, Inc.
as agent for Ameritech Illinois

By: Willena Hendley

Title: President – Industry Markets

Name: **Willena Hendley**
(Print or Type)

Date: DEC 1 0 2002

APPENDIX
ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **Ameritech-Illinois** means Illinois Bell Telephone Company.

1.3 As used herein, **Consequential Damages** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.

1.4 As used herein, **Customer Credits** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.

1.5 As used herein, **Local Exchange Service Obligations** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.

1.6 As used herein, **Recourse Credits** shall mean those credits that **Ameritech-Illinois** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **Ameritech-Illinois.**

1.7 As used herein, **Recourse Credit Claim Form** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **Ameritech-Illinois** to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: https://clec.sbc.com.

1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **Ameritech-Illinois** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

2.1 CLEC shall submit a Recourse Credit Claim Form to **Ameritech-Illinois'** Local Service Center [specify address] by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **Ameritech-Illinois**.

2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **Ameritech-Illinois**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to **Ameritech-Illinois** that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from Ameritech-Illinois was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.

2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:

2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;

2.4.2 The specific Local Exchange Service Obligation that was violated;

2.4.3 Brief statement as to how the alleged actions or inactions of **Ameritech-Illinois**, or alleged failure or deficiency in any network element or service provided by **Ameritech-Illinois** to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and

2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3.0 RESPONSE TO REQUESTS FOR REIMBURSEMENT

3.1 **Ameritech-Illinois** shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which **Ameritech-Illinois** disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by **Ameritech-Illinois** within the thirty (30) calendar day period shall be reimbursed by **Ameritech-Illinois**, subject to **Ameritech-Illinois'** right to seek recovery of credits pursuant to Section 6 of this Appendix.

3.2 For each request for Recourse Credit that is timely disputed by **Ameritech-Illinois**, the parties shall use the dispute resolution process set forth in the Agreement.

4.0 LIMITATION OF LIABILITY

4.1 **Ameritech-Illinois** shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).

4.2 **Ameritech-Illinois** shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).

4.3 In the event that **Ameritech-Illinois** is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5.0 METHOD AND TIMING OF REIMBURSEMENT

5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on **Ameritech-Illinois'** invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the **Ameritech-Illinois**' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by **Ameritech-Illinois** after dispute resolution negotiations pursuant to Section 3.2 shall be credited to CLEC on **Ameritech-Illinois**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that **Ameritech-Illinois** that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on **Ameritech-Illinois**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

5.2 Where reimbursement is to be made by credit on **Ameritech-Illinois'** invoice to the CLEC, the invoice shall show separately the credit and the reason for it.

5.3 Any disputed request for a Recourse Credit which **Ameritech-Illinois** is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by **Ameritech-Illinois** which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by **Ameritech-Illinois** or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by **Ameritech-Illinois**, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by **Ameritech-Illinois** to the date of payment.

6.0 OBLIGATION TO UPDATE

6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to **Ameritech-Illinois** to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify **Ameritech-Illinois** of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), **Ameritech-Illinois** may recover the amount of such inappropriate credits on **Ameritech-Illinois'** upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with **Ameritech-Illinois'** notice and **Ameritech-Illinois** may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.

6.2 If **Ameritech-Illinois** denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, **Ameritech-Illinois** shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in **Ameritech-Illinois** failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, **Ameritech-Illinois** shall provide such Recourse Credit not less than thirty (30) Business Days after **Ameritech-Illinois** agrees that such Recourse Credit should have been paid.

7.0 RESERVATION OF RIGHTS

7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject

addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (*See* SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC

Illinois Recourse Credit Claim

Date Submitted:_____

CARRIER NAME:_____ END USER CUSTOMER AFFECTED NAME:_____

CARRIER Billing Account Number:_____ END USER CUSTOMER AFFECTED TEL. NO.:_____

Check Applicable Claim(s) Below and Provide Requested Information

__ Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* :_____
Ticket number: _____
Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: $_____
Amount of Credit issued to end user Customer: $_____
Applicable Credit (Check/Circle One): Pro-Rata ____ 1/3____ 2/3____ 100%____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service:
Requested Installation Date:_____
Date/Time Order Received by Company* :_____ Date Installed: _____
Order number: _____
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: $_____
Amount of Credit Issued to end-user Customer: $_____
Applicable Credit (Check/Circle One): 50%_____ 100%_____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)
Order number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

__ Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/___/____ Time: AM___ PM ___ All Day ___ (Check/Circle One)
Ticket number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

****Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:**

COMPANY* RESOLUTION/RESPONSE

Company* Contact:

Claim Accepted: _____
Claim Partially Accepted: _____
Claim Rejected-Incomplete: _____
Claim Denied: _____

Recourse Credit Amount: $_____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to Ameritech

AMENDMENT

TO INTERCONNECTION AGREEMENT

By and Between

ILLINOIS BELL TELEPHONE COMPANY

AND

TDS METROCOM, INC.

The Interconnection Agreement, dated September 21, 2001 ("the Agreement") by and between Illinois Bell Telephone Company ("AMERITECH ILLINOIS") and TDS Metrocom, Inc. ("REQUESTING CARRIER") is hereby amended as follows:

(1) Replace the current language in Section 9.3.1 of the DSL Appendix with the following:

If the CLEC opens a trouble ticket for the HFPL portion of the loop to **AMERITECH-ILLINOIS** and the problem is determined to be in the CLEC's network, the CLEC will pay **AMERITECH-ILLINOIS** the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where **AMERITECH-ILLINOIS** determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in **AMERITECH-ILLINOIS** network, CLEC will be credited for all **AMERITECH-ILLINOIS** trouble isolation costs on the original trouble ticket, and, if deemed necessary, subsequent trouble tickets warranted to the same case of trouble**.** In addition, CLEC may charge **AMERITECH-ILLINOIS** after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that **AMERITECH-ILLINOIS** could charge CLEC under **AMERITECH-ILLINOIS'** tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that **AMERITECH-ILLINOIS** may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

(2) Insert the following text as Section 16.6.8 of the UNE Appendix:

In response to a trouble ticket initiated by CLEC where **AMERITECH-ILLINOIS** determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in **AMERITECH-ILLINOIS** network, CLEC will be credited for all **AMERITECH-ILLINOIS** trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge **AMERITECH-ILLINOIS** after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that **AMERITECH-ILLINOIS** could charge CLEC under **AMERITECH-ILLINOIS's** tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that **AMERITECH-ILLINOIS** may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

(3) All other terms and conditions of the Agreement remain unchanged.

(4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or state or federal regulatory body upon the written request of either Party. In the event of any such actions, the Parties shall

expend diligent efforts to arrive at an agreement regarding the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17 day of January, ~~2002~~ 2003, by Illinois Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS METROCOM

By: _____

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President

Date: 1/3/03

ILLINOIS BELL TELEPHONE COMPANY,
By SBC Telecommunications, Inc.,
its authorized agent

By: _____

Name: Mike Auinbaub
(Print or Type)

Title: For President-Industry Markets

Date: JAN 17 2003

AMENDMENT

TO INTERCONNECTION AGREEMENT

By and Between

ILLINOIS BELL TELEPHONE COMPANY

AND

TDS METROCOM, LLC

The Interconnection Agreement, dated September 21, 2001 ("the Agreement") by and between Illinois Bell Telephone Company ("AMERITECH ILLINOIS") and TDS Metrocom, LLC as a successor in interest to TDS Metrocom, Inc. ("CLEC") is hereby amended as follows:

(1) The Appendix PERFORMANCE MEASUREMENTS is hereby replaced by the attached Appendix PERFORMANCE REMEDY PLAN - ILLINOIS.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.

(3) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission ("ICC"). Provided that the Parties execute this Amendment by October 21, 2002, after approval by the ICC, the Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins October 1, 2002. In the event that the Parties execute this document after October 21, 2002, the Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the ICC approves this Amendment.

(4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, LLC
Successor in interest to
TDS Metrocom, Inc.

Signature: Nicholas D Jackson

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President

Date: Feb 3, 2003

AECN _____
(Facility Based – if applicable)

Illinois Bell Telephone Company,
by SBC Telecommunications, Inc.,
its authorized agent

Signature: Susan L. West

Name: SUSAN L. WEST
(Print or Type)

Title: for President - Industry Markets

Date: February 10, 2003

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AM-IL's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company (AM-IL), Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, AM-IL means the above listed ILEC doing business in Illinois.

1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.

1.5 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Illinois Commerce Commission ("ICC") Docket Number 98-0555.

1.6 The Performance Measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AM-IL is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.

1.7 The measurement data herein shall be collected, reported and used to calculate Remedy Payments on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

1.8 The Business Rules for the Performance Measurements and Performance Remedy Plan are available on SBC's CLEC website.

2. INCORPORATION OF THE REQUIREMENTS OF ICC DOCKET 01-0120 AND RESERVATION OF RIGHTS

2.1 This Appendix incorporates by reference the Performance Measurements, Performance Remedy Plan, and associated Business Rules developed pursuant to the Merger Conditions, including the modifications to the Performance Remedy Plan ordered by the ICC in its July 10, 2002 Order in Docket 01-0120 ("July 10th Order"). It is AM-IL's position that pursuant to the Merger Conditions, and the July 10th Order, the Performance Measurements, Performance Remedy Plan, and associated Business Rules expired on October 8, 2002. However, the ICC's Order on Reopening dated October 1, 2002, mandated that the Performance Measurements, Performance Remedy Plan, and associated Business Rules be made available without the expiration date of October 8, 2002 ("the Docket 01-0120 Performance Remedy Plan"). Therefore as ordered by the ICC, AM-IL is providing the Docket 01-0120 Performance Remedy Plan solely by reason of the Order on Reopening and not on a voluntary basis or pursuant to the negotiation provision described in 47 U.S.C. § 252(a)(1). Each Party specifically reserves any and all rights and remedies it may have to challenge the ICC orders issued in Docket 01-0120, or any further ICC orders regarding performance measurements, business rules and remedies, under state and federal law. In the event that the ICC's orders in Docket 01-0120 or any of the laws, regulations or Commission orders that were the basis or rationale for such orders in Docket 01-0120, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, implementation of the Docket 01-0120 Performance Remedy Plan shall cease consistent with such action and the Docket 01-0120 Performance Remedy Plan shall be replaced by the attached Illinois Compromise Remedy Plan, which is the product of good faith negotiations pursuant to 47 U.S.C. § 252(a)(1). In such event, the effective date of the Illinois Compromise Remedy Plan shall be made retroactive to the effective date of the amendment that incorporated this Appendix (or the effective date of the Agreement if this Appendix is part of the original filed Interconnection Agreement). Consistent with this retroactive effective date, all payments made or owed pursuant to the Docket 01-0120 Performance Remedy Plan will be trued-up or trued-down as appropriate. However, Tier 2 payments shall not be adjusted retroactively pursuant to this section except on further order of the Commission or a court. Finally, the Illinois Compromise Remedy Plan will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.

2.2 In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10th Order, AM-IL shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AM-IL's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

Ameritech Illinois

Performance Remedy Plan

Description

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TDS and compare that performance to Ameritech's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 Ameritech agrees to provide TDS a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.

1.1. Ameritech will not levy a separate charge for provision of the data to TDS called for under this document. Upon TDS's request, data files of TDS's raw data, or any subset thereof, will be transmitted to TDS. If TDS's request is transmitted to Ameritech on or before the last day of the month for which data is sought, Ameritech shall provide the data to TDS on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If TDS's request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to TDS within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 Ameritech will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and TDS) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and TDS are compared. This statistical test will compare the TDS performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is

through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

3.0 For purposes of this document, performance for TDS on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and TDS are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\sigma_{DIFF} = SQRT [\sigma^2_{ILEC} (1 / n_{CLEC} + 1 / n_{ILEC})]$
σ^2_{ILEC} = Calculated variance for ILEC
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{P_{ILEC}-P_{CLEC}} = SQRT \{ [\rho (1 - \rho)] / n_{ILEC} + [\rho (1 - \rho)] / n_{CLEC} \}$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{P_{ILEC}-P_{CLEC}}$$

Where: n = number of observations
P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: $DIFF = R_{ILEC} - R_{CLEC}$

$R_{ILEC} = num_{ILEC} / denom_{ILEC}$

$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$\sigma_{DIFF} = SQRT \{[(num_{CLEC} + num_{ILEC}) \div (denom_{CLEC} + denom_{ILEC})] * (1 / denom_{CLEC} + 1 / denom_{ILEC}) \}$

4.0 Qualifications to use Z-Test:

4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3. In calculating the difference between the performances, the formulas defined above apply when a larger TDS value indicates a higher quality of performance. In cases where a smaller TDS value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{ILEC} - M_{CLEC}$, $P_{ILEC} - P_{CLEC}$, $R_{ILEC} - R_{CLEC}$).

4.4. For measurements where the performance delivered to TDS is compared to Ameritech performance and for which the number of data points are 29 or less for either TDS or Ameritech, Ameritech will apply the following alternatives for compliance.

4.4.1. Alternative 1 (used only in the following situations: 1) for a measure where results for both TDS and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

Ameritech applies the Z-Test as described in section 3.0.

4.4.2. Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

(1) Choose a sufficiently large number T.

(2) Pool and mix the TDS and ILEC data sets.

(3) Randomly subdivide the pooled data sets into two pools, one the same size as the original TDS data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).

(4) Compute and store the Z-test score (Z_S) for this sample.

(5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

(6) Order the Z_S results computed and stored in step 4 from lowest to highest.

(7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

(8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. (P = rank / T).

(9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If Z_A > the Critical Z-value, then the performance is non-compliant.

4.5. Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.1. Ameritech will pay Liquidated Damages to TDS according to the terms set forth in this document.

5.2. Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.

5.3. Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

5.4. Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by TDS) Interconnection Agreement amendment, terms of which have been agreed to by both TDS and Ameritech Illinois, referencing this plan; or if TDS interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (https://clec.sbc.com/clec). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Illinois will not unnecessarily delay filing of the Interconnection Agreement or amendment once both TDS and Ameritech Illinois have signed.

5.5. Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require Ameritech to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), Ameritech will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.

5.6. In order to receive payment by check TDS must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (https://clec.sbc.com/clec). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

6.1. Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to TDS. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and TDS agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and TDS further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2. Ameritech's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and TDS agree that TDS may not use: (1) the existence of this enforcement plan; or (2) Ameritech's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as

evidence that Ameritech has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Ameritech's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages a TDS might recover. Whether or not the nature of damages sought by TDS is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.

6.3. Ameritech shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4. Every six months, TDS may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5. TDS and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that TDS requests such consultation and the issues raised by TDS have not been resolved within 45 days after TDS's request for consultation, then Ameritech will allow TDS to have an independent audit conducted, at TDS's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by TDS, or if any new problem is identified, Ameritech shall reimburse TDS any expense incurred by TDS for such audit. TDS may not request more than one audit per four calendar months under this section, and may not request

an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify TDS's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6. Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 98-0555. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.

7.0 Exclusions Limited

7.1. Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

7.2. In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

7.3. In any event where Ameritech believes there has been an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall pay one-half of

the Tier 1 remedies to TDS while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by TDS.

7.4. Ameritech Illinois and TDS agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Illinois interconnection agreement with TDS) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Illinois interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. TDS further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Illinois interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Illinois interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to TDS, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

7.5. Whenever Ameritech Tier 1 payments to TDS in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to TDS (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, Ameritech

must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner under the process set forth in the Procedural Rules. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to TDS for three consecutive months on 20% or more of the measures reported to TDS, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to TDS for that period under the enforcement terms set out here, then TDS may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding TDS will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6. Ameritech Illinois's Tier 1 remedy liability to TDS in any month will not exceed (will be capped at) the total billed revenue due Ameritech Illinois for services provided to TDS in the same month for which the remedy liability was incurred.

7.7. Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.

7.8. With respect to any interconnection agreement, Ameritech or TDS may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to TDS:

8.1. Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section 3 above.

8.2. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Illinois met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category

shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.

8.3. TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or

- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for TDS is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for TDS, Ameritech will have to provide TDS three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7. During this "proof of compliance" period, Ameritech will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for TDS. This remedy payment amount will return to the lowest level of payment when Ameritech provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8. Ameritech Illinois is obligated to correctly and completely report performance results for TDS and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Illinois will provide notice, via the CLEC OnLine web site, to TDS and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9. In the event that performance measurement results need to be restated, Ameritech will restate those results as soon as possible for a period not to exceed the three months

prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10. If it is determined through restatement of performance results or other means that Ameritech Illinois underpaid liquidated damages due TDS, or assessments due the State, Ameritech Illinois will make additional payment/bill credit to TDS and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to TDS and/or assessments to the State will be offset by the amount of overage.

8.11. Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that TDS owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.

8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Illinois will, at request of TDS, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to TDS within 30 days of TDS's request. If TDS assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the TDS account and the operational area(s) impacted. A response will be provided to TDS senior management within 10 business days of receipt of the escalation from TDS.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$35	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$50	$70	$125	$250	$350	$450
80.0% <= IV < 86.0%	$75	$90	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$30	$55	$100	$200	$300	$400
86.0% <= IV < 92.0%	$40	$65	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$80	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$25	$50	$100	$200	$300	$400
86.0% <= IV < 92.0%	$35	$60	$125	$250	$350	$450
80.0% <= IV < 86.0%	$50	$75	$150	$300	$400	$500
74.0% <= IV < 80.0%	$100	$125	$250	$500	$600	$700
IV < 74%	$150	$175	$350	$700	$800	$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	**Consecutive Months Missed**					
	One	**Two**	**Three**	**Four**	**Five**	**Six or More**
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	$9,000	$15,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$12,500	$20,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$25,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	$7,500	$12,500	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$10,000	$17,500	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$15,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$20,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000
86.0% <= IV < 92.0%	$7,500	$15,000	$22,500	$30,000	$37,500	$45,000
80.0% <= IV < 86.0%	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
74.0% <= IV < 80.0%	$15,000	$30,000	$45,000	$60,000	$75,000	$90,000
IV < 74%	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	$200
Per Measure / Cap*	$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	**Three Months**	**Four Months**	**Five Months**	**Six Months or More**
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13. Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1. Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30)

performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1. If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, $5,000 per day past due;
- If incomplete reports are filed, $1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed $5,000 per day past due.

10.2. If Ameritech alters previously reported data for TDS, and after discussions with Ameritech TDS disputes such alterations, then TDS may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3. When Ameritech performance creates an obligation to pay liquidated damages to TDS or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to TDS for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, TDS must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC website. For each day after the due

date that Ameritech fails to pay the required amount, Ameritech will pay interest to TDS at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4. Ameritech may not withhold payment of liquidated damages to TDS unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by TDS as more fully described in Section 7.2 and 7.3.

10.5. TDS will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for TDS, the aggregate of all CLECs, and Ameritech.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1. Calculating Tier 1 Liquidated Damages

11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for TDS and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for TDS and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2. Calculating Tier 2 Assessments

11.2.1. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2. Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3. Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4. Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3. The Qualifying Measurements are as follows:

<u>Provisioning Measurements</u>:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates

- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4. The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5. The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Illinois) (a document available from CLEC Account Managers or found on the Ameritech Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – Ameritech Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

Minimum Levels of Service:

The following table represents "Maximum level of service (Ceilings)" and "Minimum level of service (Floors)" for each respective measure/sub-measure. Without regard to parity, AIT will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and AIT will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA-Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%