

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

**Cbeyond Communications, LLC** )  
-vs- )  
**Illinois Bell Telephone Company d/b/a** )  
**AT&T Illinois** )  
)  
**Formal Complaint and Request for** )  
**Declaratory Ruling pursuant to Sections** )  
**13-515 and 10-108 of the Illinois Public** )  
**Utilities Act** )

**Docket No. 11-0696**

**EXHIBIT C**

**EXTRACTS OF CBeyond'S ICA WITH AT&T**

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 Introduction**

- 1.1.1 This Agreement sets forth the terms, conditions and prices under which SBC ILLINOIS agrees to provide: (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Network Elements as set forth in Article 9 (Combinations), (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 SBC ILLINOIS' network and reciprocal compensation for the transport and termination of telecommunications.
- 1.1.2 Subject to the terms and conditions of this Agreement, the Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by SBC 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 or Combinations purchased hereunder.
- 1.1.3 Except as provided in this Agreement, during the term of this Agreement, SBC ILLINOIS will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SBC ILLINOIS will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair SBC 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, Combinations or Ancillary Functions made by SBC ILLINOIS to CLEC as set forth in and during the term of this Agreement.
- 1.1.4 SBC 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.
- 1.1.5 This Agreement includes and incorporates herein the Articles and Schedules listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, SBC 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 in Illinois where SBC ILLINOIS is the incumbent local exchange carrier.

**1.54 Resale**

1.54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC ILLINOIS currently provides or hereafter offers to any customer in the geographic area where SBC ILLINOIS is the incumbent LEC will be made available to CLEC by SBC ILLINOIS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Article 10, (Resale), and other applicable Attachments.

**1.55 Unbundled Network Elements**

1.55.1 At the request of CLEC and pursuant to the requirements of the Act, SBC ILLINOIS will offer in the geographic area where SBC ILLINOIS is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Article 9 and Schedules 9.2.1 through 9.5 and other applicable Attachments.

**1.56 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data**

1.56.1 In connection with its Resale of services to CLEC, SBC ILLINOIS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

1.56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, SBC ILLINOIS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

**1.57 This section intentionally not used.**

**1.58 Compensation for Delivery of Traffic**

1.58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Article 21, (Reciprocal Compensation).

**1.59 Ancillary Functions**

1.59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC ILLINOIS agrees to provide Ancillary Functions to CLEC as set forth in Articles 12, 16 and related Schedules.



**ARTICLE 9**

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

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

Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant SBC ILLINOIS local switch, including CLEC's payment of all applicable charges to establish that routing.)

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

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

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

9.3.3.3 Intentionally left blank.

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

- 9.5.2 SBC ILLINOIS shall provide CLEC access to the functionalities for SBC ILLINOIS' pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that CLEC purchases in accordance with Article 33 (OSS).
- 9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.
- 9.5.4 Unless the Parties negotiate another arrangement, when a SBC ILLINOIS provided tariffed or resold service is replaced by CLEC's facility based service using any SBC ILLINOIS provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC ILLINOIS, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC ILLINOIS provided UNEs is converted to a different CLEC's service which also uses any SBC ILLINOIS provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC ILLINOIS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 9.6 Availability of Additional or Different Quality Network Elements.** Any request by CLEC for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.
- 9.7 Pricing of Unbundled Network Elements and Combinations.** For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, SBC ILLINOIS shall charge CLEC the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.
- 9.8 Billing.** SBC ILLINOIS shall bill CLEC for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.
- 9.9 Intentionally left blank**



**ICC JUNE 9, 2004 ORDER AMENDMENT  
TO THE INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")<sup>1</sup> and Cbeyond Communications, LLC ("CLEC").

**WHEREAS**, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

**WHEREAS**, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

**WHEREAS**, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

**WHEREAS**, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
  - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004.

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<sup>1</sup>Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.



## ILLINOIS TRO/TRRO ATTACHMENT

### 0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1).
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC transmission facilities between wire centers or switches owned by SBC, or between wire centers or switches owned by SBC and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.