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February 15, 2000

VIA HAND DELIVERY

Mr. Dale Roberts  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Suite 530  
Jefferson City, Missouri 65101

FILED<sup>2</sup>  
FEB 15 2000  
Missouri Public  
Service Commission

Re: *In the Matter of the Petition of DIECA Communications, Inc. d/b/a Covad  
Communications Company for Arbitration of Interconnection Rates, Terms,  
Conditions and Related Arrangements With Southwestern Bell Telephone  
Company  
Case No. TO-2000-322*

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and 14 copies of DIECA Communications, Inc. d/b/a Covad Communications Company's Motion to Take Administrative Notice.

Please do not hesitate to contact me if you should have any questions. Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

*Lisa Creighton/cmw*  
Lisa C. Creighton

LCC/cmw  
Enclosures

cc: Office of Public Counsel (via U.S. Mail)  
Office of General Counsel (via hand delivery)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

FILED<sup>2</sup>

FEB 15 2000

Missouri Public  
Service Commission

Case No. TO-2000-322

IN THE MATTER OF THE PETITION OF )  
DIECA COMMUNICATIONS, INC. )  
D/B/A COVAD COMMUNICATIONS COMPANY )  
FOR ARBITRATION OF INTERCONNECTION )  
RATES, TERMS, CONDITIONS AND RELATED )  
ARRANGEMENTS WITH SOUTHWESTERN )  
BELL TELEPHONE COMPANY )

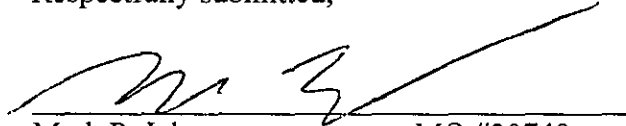
**DIECA COMMUNICATIONS, INC.**  
**D/B/A COVAD COMMUNICATIONS COMPANY'S**  
**MOTION TO TAKE ADMINISTRATIVE NOTICE**

DIECA Communications, Inc. d/b/a Covad Communications Company, pursuant to 4 CSR 240-2.130(1) and Mo. Rev. Stat. § 536.070(6), moves the Commission to take administrative notice of the following documents:

- 1) Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated August 18, 1998, between Ameritech Information Industry Services and Accelerated Connections (attached hereto as Exhibit 1);
- 2) Arbitration Award, Petition of DIECA Communications, Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Southwestern Bell, Docket No. 20272 dated November 30, 1999, attached to Bernard Chao's direct testimony; and
- 3) Bell Atlantic's filing in compliance with Utility Commission Order and Opinion in Docket A-310203F0002 et al. entered August 7, 1997 (attached hereto as Exhibit 2).

WHEREFORE, DIECA Communications, Inc. d/b/a Covad Communications Company,  
respectfully requests that the Commission take administrative notice of the above documents.

Respectfully submitted,



Mark P. Johnson MO #30740

Lisa C. Creighton MO #42194

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ATTORNEYS FOR DIECA COMMUNICATIONS, INC.  
D/B/A COVAD COMMUNICATIONS COMPANY

CERTIFICATE OF SERVICE

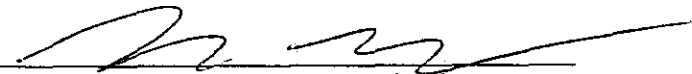
I hereby certify that a true and correct copy of the above and foregoing was transmitted via hand-delivery this 15<sup>th</sup> day of February, 2000, to:

Paul Lane, Esq.  
Southwestern Bell Telephone  
One Bell Central, Room 3516  
St. Louis, Missouri 63101

Office of General Counsel  
ATTN: Bill Haas  
P. O. Box 360  
Jefferson City, Missouri 65102

With copies being mailed on the same date, postage prepaid, to:

Office of the Public Counsel  
P. O. Box 7800  
Jefferson City, Missouri 65102

  
\_\_\_\_\_  
Attorney for DIECA Communications, Inc.  
d/b/a Covad Communications Company

**EXECUTION ORIGINAL**

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

**Dated as of August 18, 1998**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of and as agent for Ameritech Illinois**

**and**

**ACCELERATED CONNECTIONS, INC.**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND CONSTRUCTION	2
1.1 Structure	2
1.2 Defined Terms	2
1.3 Interpretation	2
ARTICLE II GENERAL SERVICE	
RELATED PROVISIONS	3
2.1 Interconnection Activation Date	3
2.2 Bona Fide Request	3
2.3 Technical References	3
ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	3
3.1 Scope	3
3.2 Interconnection Points and Methods	4
3.3 Fiber-Meet	4
3.4 Interconnection in Additional LATAs	6
3.5 Additional Interconnection in Existing LATAs	6
3.6 Nondiscriminatory Interconnection	7
3.7 Network Management	7
3.8 Standards of Performance	7
3.9 9-1-1 Service	8
ARTICLE IV TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	13
4.1 Scope of Traffic	13
4.2 Limitations	13
4.3 Trunk Group Architecture and Traffic Routing	13
4.4 Signaling	14
4.5 Grades of Service	15
4.6 Measurement and Billing	15
4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)	15
ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)	17
5.1 Scope of Traffic	17
5.2 Trunk Group Architecture and Traffic Routing	17
5.3 End Office Access	17

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS	17
6.1 Meet-Point Billing Services	17
6.2 Data Format and Data Transfer	18
6.3 Errors or Loss of Access Usage Data	19
6.4 Payment	19
6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements	19
ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC	19
7.1 Ancillary Services Traffic	20
7.2 BLV/BLVI Traffic	21
7.3 Transit Service	21
ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR	24
8.1 Operation and Maintenance	24
8.2 Installation, Maintenance, Testing and Repair	24
8.3 Additional Terms	24
ARTICLE IX UNBUNDLED ACCESS -- SECTION 251(c)(3)	24
9.1 Access to Network Elements	24
9.2 Network Elements	25
9.3 Requesting Carrier's Combination of Network Elements	26
9.4 Nondiscriminatory Access to and Provision of Network Elements	27
9.5 Provisioning of Network Elements	27
9.6 Availability of Additional Network Elements	28
9.7 Pricing of Unbundled Network Elements	28
9.8 Billing	29
9.9 Maintenance of Unbundled Network Elements	29
9.10 Standards of Performance	29
ARTICLE X RESALE AT WHOLESALE RATES--SECTION 251(c)(4)	30
10.1 Telecommunications Services Available for Resale at Wholesale Rates	30
10.2 Other Services	31
10.3 Limitations on Availability of Resale Services	31
10.4 Additional Charges for Resale Services	32
10.5 Restrictions on Resale Services	32
10.6 New Resale Services; Changes in Provision of Resale Services	33
10.7 Operations Support Systems Functions	33
10.8 Nondiscriminatory Provision of Resale Services	33
10.9 Standards of Performance	33
10.10 Branding	35
10.11 Primary Local Exchange and Interexchange Carrier Selections	36
10.12 Functionality Required To Support Resale Service	38

10.13	Service Functions	38
10.14	Responsibilities of Requesting Carrier	41
10.15	Responsibilities of Ameritech	42
10.16	Exchange of Billing Information	42
10.17	Use of Service	43

ARTICLE XI	NOTICE OF CHANGES -- SECTION 251(c)(5)	44
------------	--	----

ARTICLE XII	COLLOCATION -- SECTION 251(c)(6)	45
12.1	Physical Collocation	45
12.2	Virtual Collocation in Physical Collocation Space	45
12.3	Virtual Collocation in Virtual Collocation Space	45
12.4	Nondiscriminatory Collocation	45
12.5	Eligible Equipment	45
12.6	Transmission Facility Options	46
12.7	Interconnection with other Collocated Carriers	46
12.8	Interconnection Points and Cables	47
12.9	Allocation of Collocation Space	47
12.10	Security Arrangements	48
12.11	Subcontractor and Vendor Approval	48
12.12	Delivery of Collocated Space	48
12.13	Pricing	52
12.14	Billing	52
12.15	Common Requirements	52
12.16	Additional Requirements	52
12.17	Protection of Service and Property	52

ARTICLE XIII	NUMBER PORTABILITY -- SECTION 251(b)(2)	53
13.1	Provision of Local Number Portability	53
13.2	Interim Number Portability ("INP")	53
13.3	Remote Call Forwarding ("RCF")	53
13.4	Direct Inward Dialing	54
13.5	NXX Migration	55
13.6	Other Interim Number Portability Provisions	55
13.7	Compensation on Traffic to INP'ed Numbers	55
13.8	Pricing For Interim Number Portability	56
13.9	Permanent Number Portability	57

ARTICLE XIV	DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)	57
-------------	---	----

ARTICLE XV	DIRECTORY LISTINGS -- SECTION 251(b)(3)	57
------------	---	----

15.1	Directory Listings For Requesting Carrier Resale Customers	57
15.2	Listing and Listing Updates	58

#### ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

		59
16.1	Structure Availability	59
16.2	Franchises, Permits and Consents	60
16.3	Access and Modifications	60
16.4	Installation and Maintenance Responsibility	61
16.5	Installation and Maintenance Standards	61
16.6	Implementation Team	61
16.7	Access Requests	61
16.8	Unused Space	62
16.9	Maintenance Ducts	62
16.10	Applicability	62
16.11	Other Arrangements	62
16.12	Cost of Certain Modifications	62
16.13	Maps and Records	62
16.14	Occupancy Permit	63
16.15	Inspections	63
16.16	Damage to Attachments	63
16.17	Charges	63
16.18	Nondiscrimination	64
16.19	Interconnection	64
16.20	Cost Imputation	64
16.21	Structure Access Center	64
16.22	State Regulation	65
16.23	Abandonments, Sales or Dispositions	65

#### ARTICLE XVII REFERRAL ANNOUNCEMENT

		65
18.1	Implementation Team	65
18.2	Interconnection Maintenance and Administration Plan	66
18.3	Implementation Plan	66
18.4	Action of Implementation Team	67
18.5	Further Coordination and Performance	67
18.6	Operational Review	67

#### ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

		68
19.1	Compliance with Implementation Schedule	68
19.2	Compliance with Applicable Law	68

19.3	Necessary Approvals	68
19.4	Environmental Hazards	68
19.5	Forecasting Requirements	69
19.6	Certain Network Facilities	69
19.7	Traffic Management and Network Harm	70
19.8	Insurance	70
19.9	Labor Relations	70
19.10	Good Faith Performance	71
19.11	Responsibility to Customers	71
19.12	Unnecessary Facilities	71
19.13	Cooperation	71
19.14	NXX Code Administration	71
19.15	LERG Listings	71
19.16	LERG Use	71
19.17	Switch Programming	71
19.18	Transport Facilities	71
	ARTICLE XX PROPRIETARY INFORMATION	71
20.1	Definition of Proprietary Information	71
20.2	Disclosure and Use	72
20.3	Government Disclosure	74
20.4	Ownership	75
	ARTICLE XXI TERM AND TERMINATION	75
21.1	Term	75
21.2	Renegotiation of Certain Terms	75
21.3	Default	76
21.4	Payment Upon Expiration or Termination	76
	ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	76
	ARTICLE XXIII CANCELLATION CHARGES	76
	ARTICLE XXIV SEVERABILITY	76
	ARTICLE XXV INDEMNIFICATION	77
25.1	General Indemnity Rights	77
25.2	Limitation on Liquidated Damages	78
25.3	Indemnification Procedures	78
	ARTICLE XXVI LIMITATION OF LIABILITY	79

26.1	Limited Responsibility	79
26.2	Apportionment of Fault	79
26.3	Limitation of Damages	79
26.4	Limitations in Tariffs	79
26.5	Consequential Damages	80
26.6	Remedies	80

#### ARTICLE XXVII BILLING 80

27.1	Billing	80
27.2	Recording	80
27.3	Payment Of Charges	80
27.4	Late Payment Charges	81
27.5	Adjustments	81
27.6	Interest on Unpaid Amounts	81

#### ARTICLE XXVIII AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION 81

28.1	Audit Rights	81
28.2	Disputed Amounts	83
28.3	Dispute Escalation and Resolution	84
28.4	Equitable Relief	84

#### ARTICLE XXIX REGULATORY APPROVAL 84

29.1	Commission Approval	84
29.2	Tariffs	85
29.3	Amendment or Other Changes to the Act; Reservation of Rights	85
29.4	Regulatory Changes	85
29.5	Interim Rates	86

#### ARTICLE XXX MISCELLANEOUS 86

30.1	Authorization	86
30.2	Designation of Affiliate	86
30.3	Subcontracting	86
30.4	Independent Contractor	87
30.5	Force Majeure	87
30.6	Governing Law	87
30.7	Taxes	87
30.8	Non-Assignment	88
30.9	Non-Waiver	88
30.10	Notices	88
30.11	Publicity and Use of Trademarks or Service Marks	89
30.12	Nonexclusive Dealings	90

30.13 No Third Party Beneficiaries; Disclaimer of Agency	90
30.14 No License	90
30.15 Survival	90
30.16 Scope of Agreement	90
30.17 Counterparts	90
30.18 Entire Agreement	91

### SCHEDULES AND EXHIBITS

SCHEDULE 1.2	DEFINITIONS
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE ILLINOIS
SCHEDULE 2.2	BONA FIDE REQUEST
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE
SCHEDULE 3.8	AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS
SCHEDULE 6.0	MEET-POINT BILLING RATE STRUCTURE
SCHEDULE 7.1	BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES
SCHEDULE 9.2.1	LOCAL LOOPS
SCHEDULE 9.2.2	UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES
SCHEDULE 9.2.3	SWITCHING CAPABILITY
SCHEDULE 9.2.4	INTEROFFICE TRANSMISSION FACILITIES
SCHEDULE 9.2.5	SIGNALING NETWORKS AND CALL-RELATED DATABASES
SCHEDULE 9.2.6	OPERATIONS SUPPORT SYSTEMS FUNCTIONS
SCHEDULE 9.2.7	OPERATOR SERVICES AND DIRECTORY SERVICES
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE ACTIVITIES
SCHEDULE 10.1	RESALE SERVICES
SCHEDULE 10.9.2	RESALE PERFORMANCE BENCHMARKS
SCHEDULE 10.11.1	FORM OF REPRESENTATION OF AUTHORIZATION
SCHEDULE 10.11.2	PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS
SCHEDULE 10.12.5	LAW ENFORCEMENT INTERFACES
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY
SCHEDULE 12.9.1	PHYSICAL COLLOCATION SPACE RESERVATION
SCHEDULE 12.9.3	COLLOCATION CAPACITY PLANNING
SCHEDULE 12.12	DELIVERY OF COLLOCATED SPACE
SCHEDULE 12.15	COMMON REQUIREMENTS
SCHEDULE 12.16	ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

PRICING SCHEDULE — ILLINOIS

Page

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Agreement**") is dated as of the 18th day of August 1998 (the "**Effective Date**"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois ("**Ameritech**") and Accelerated Connections, Inc., a Delaware corporation, with offices at 7337 South Revere Parkway, Suite 100, Englewood, Colorado 80112 ("**Requesting Carrier**").

**RECITALS**

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted or, prior to the provisioning to its Customers of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective business and residential Customers may communicate with each other over, between and through such networks and facilities, no later than the dates provided for herein.

E. 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 under which Ameritech will provide access to Requesting Carrier to the Network Elements, facilities and services specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

Page

## ARTICLE II DEFINITIONS AND CONSTRUCTION

**II.1 Structure.** This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

**II.2 Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

**II.3 Interpretation.**

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). Nothing in this Section 1.3(a) shall expand or limit a Party's rights or obligations set forth in Section 29.3.

Page

- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

### ARTICLE III GENERAL SERVICE RELATED PROVISIONS

**III.1 Interconnection Activation Date.** Subject to the terms and conditions of this Agreement, (i) Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective business and residential customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the respective "Interconnection Activation Date" shown for each corresponding LATA and Central Office set forth on **Schedule 2.1**. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.4**. **Schedule 2.1** may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Central Offices by attaching one or more supplementary schedules to such Schedule.

**III.2 Bona Fide Request.** Any request by Requesting Carrier for certain services, including features, capabilities, functionalities, or access to an unbundled Network Element 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 on **Schedule 2.2**; provided, that either Party may request that the other Party consider an amendment to this Agreement by delivering notice to such other Party pursuant to **Section 30.10**.

**III.3 Technical References.** Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the "Technical Reference Schedule") to assist the Parties in meeting their respective responsibilities hereunder.

Page

**ARTICLE IV**  
**INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

**IV.1 Scope.** Article III 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. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

**IV.2 Interconnection Points and Methods.**

**IV.2.1** In each LATA identified on Schedule 2.1, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Central Office(s) on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

**IV.2.2** Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices pursuant to the rates, terms and conditions in Article XII (including Section 12.6) or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3.

**IV.2.3** (a) If Requesting Carrier elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's facilities via Collocation, then (i) Requesting Carrier shall provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) Requesting Carrier shall not charge Ameritech for such transport and (iii) Requesting Carrier shall provide Ameritech with capacity to meet Ameritech's forecasted needs.

Page

(b) If Requesting Carrier does not elect to provide Ameritech transport as provided in subsection (a) above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and, (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers. Further, if Requesting Carrier does provide Ameritech transport as provided in subsection (a) above but then Requesting Carrier either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall, prior to providing Ameritech Collocation as described in the preceding sentence, (x) provide Ameritech not less than one hundred fifty (150) days notice prior to the date Ameritech must provide its own facilities and (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network.

#### IV.3 Fiber-Meet.

IV.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 18.2). Each Party agrees to disable the Digital Control Channel ("DCC") in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

IV.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Central Office ("AICO") identified for each LATA set forth on Schedule 2.1 in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

IV.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Requesting Carrier Interconnection Central Office ("RICO") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by Articles IV and V.

Page

IV.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

IV.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the RICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier's receipt of such request.

IV.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

IV.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLTM equipment Ameritech has installed in the AICO.

IV.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

IV.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

#### **IV.4 Interconnection in Additional LATAs.**

IV.4.1 If Requesting Carrier determines to offer Telephone Exchange

Page

Service within Ameritech's service areas in any additional LATA, Requesting Carrier shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

IV.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Central Offices Requesting Carrier has designated in the new LATA; (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

IV.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the RICO in that LATA and shall designate the Ameritech Tandem Office Central Office within the LATA nearest to the RICO (as measured in airline miles utilizing the V&H coordinates method) as the AICO in that LATA.

IV.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than one hundred fifty (150) days after the date on which Requesting Carrier delivered notice to Ameritech pursuant to Section 3.4.1. Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in Section 3.4.1, Ameritech and Requesting Carrier shall confirm the AICOs, the RICOs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

**IV.5 Additional Interconnection in Existing LATAs.** If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of Sections 3.4.1 and 3.4.2, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in Section 3.4.4. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches. If a Party requests the other Party to install new trunks or

Page

rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the timeframes in **Schedule 3.4.4** shall apply.

**IV.6 Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

**IV.7 Network Management.**

IV.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and Ameritech 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.

IV.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**IV.8 Standards of Performance.**

IV.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 3.6** as determined by this **Section 3.8** and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

IV.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an "Interconnection Performance Activity") relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "Providing Party's Interconnection Records") and to other LECs (the "Other LEC Interconnection Records") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "Other Party's Interconnection Records") and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

IV.8.3 The Providing Party shall provide to the other Party for each calendar

Page

month (a "**Reporting Period**"), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an "**Interconnection Specified Performance Breach**". Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

IV.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IV.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 28.3 and seek any relief it is entitled to under Applicable Law.

IV.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

#### IV.9 9-1-1 Service.

Page

IV.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this Section 3.9 in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

IV.9.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 selective router residing at each Ameritech Control Office that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 Service and access to all sub-tending Public Safety Answering Points (each, a "PSAP"). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and each Ameritech Control Office (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech Central Office(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing demuxed DSO level trunks at a Collocation point within each Ameritech Control Office(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech Control Office(s). Each of the foregoing options described in this subparagraph (a) also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier's point of interconnection to the designated Ameritech Control Office(s). In addition to the channel conditioning charges identified in Item I of the

Page

Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

- (b) If Requesting Carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Requesting Carrier requests routed facilities diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be provisioned by Ameritech within twenty (20) Business Days following order by Requesting Carrier. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech Control Office to assure proper functioning of the 9-1-1 Service. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.
- (d) Ameritech will provide to Requesting Carrier, in paper or mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier 9-1-1 record processing, addressing and delivery of calls to the appropriate Ameritech Control Office(s). At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals

Page

determined by Ameritech, Ameritech shall provide to Requesting Carrier in a paper format any updates to the address and routing file.

(e) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:

- (1) Ameritech provided format requirements and a delivery address for Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in Section 3.9.2(f);
- (2) Coordination of error resolution involving entry and update activity;
- (3) Provisioning of specific 9-1-1 routing information on each access line; and
- (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct Control Office when originating a 9-1-1 call.

Updating the Ameritech ALI database from paper records of service order activity supplied by Requesting Carrier is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "**Optional Manual Update**"; and

(f) Requesting Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the CNA data and error corrections that may occur during the entry of

Page

CNA data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

(g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Control Office; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group that is connected to such 9-1-1 Control Office (the **"9-1-1 Control Office Software Enhancement Connection Charge"**).

(h) In the event of an Ameritech or Requesting Carrier 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

(i) Ameritech will provide the order number and circuit identification code in advance of the service due date.

(j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

Page

(k) Each Party shall engineer incoming 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.

(l) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

#### IV.9.3 Compensation.

(a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

(b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

#### IV.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

(a) Ameritech is not liable for the accuracy and content of CNA data that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and

(b) Ameritech shall not be responsible for mistakes that appear in Ameritech's 9-1-1 databases and with respect to such mistakes, Requesting Carrier shall indemnify and

Page

hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

**ARTICLE V  
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE  
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**V.1 Scope of Traffic.** Article IV prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the "Local/IntraLATA Trunks").

**V.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over the Local/IntraLATA Trunks.

**V.3 Trunk Group Architecture and Traffic Routing.** The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

V.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

V.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after a Party receives notification of such occurrence from the other Party, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan (as defined in Section 18.2).

V.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

Page

V.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Dedicated Interoffice Transmission Facilities set forth in Item V of the Pricing Schedule plus any additional costs required to provision such Logical Trunk Groups. Where a Tandem also provides End Office functionality, Interconnection by a Party at such Tandem shall provide access to Tandem and End Office functionality.

V.3.5 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to Section 19.12.

V.3.6 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, "Busy Season" means any three (3) consecutive month period.

#### **V.4 Signaling.**

V.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties. Each Party shall charge the other Party for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

V.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic

Page

will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

V.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

V.4.4 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 transmission to allow for ISDN interoperability between the Parties' respective networks.

**V.5 Grades of Service.** The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

**V.6 Measurement and Billing.**

V.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on each call that originates on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

V.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

**V.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).** Compensation for the transport and termination of Local Traffic and IntraLATA Toll

Page

Traffic shall be pursuant to this Section 4.7. Compensation for traffic that is delivered through Transit Service shall be pursuant to Section 7.2.

V.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's network for termination on the other Party's network. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Local Termination. The Parties' obligation to pay Reciprocal Compensation to the other Party 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 capable of fully supporting "live" traffic.

V.7.2 (a) The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Exchange Access traffic and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs. The Parties acknowledge that they dispute whether they should pay each other Reciprocal Compensation for traffic delivered to an ISP (including Internet traffic), and that the FCC has stated that the issue is now before it. (In re Federal-State Joint Board on Universal Service, FCC 98-67, Report to Congress, CC Docket No. 96-45, Paragraph 106, n.220 (April 10, 1998.)) Accordingly, the Parties agree to abide by the FCC's final and non-appealable determination of that issue, as further set forth, herein. Pending the FCC's determination of that issue, the Parties agree not to pay each other Reciprocal Compensation for traffic delivered to an ISP (including Internet traffic). If the FCC determines that the Reciprocal Compensation should be paid for traffic delivered to an ISP (including Internet traffic), each Party shall (1) thereupon pay into an interest-bearing escrow account the Reciprocal Compensation amount it owes the other Party in accordance with the FCC's determination, retroactive to the Effective Date, and (2) thereafter pay into the same escrow account Reciprocal Compensation amounts as they come due in accordance with the FCC's determination. When any such FCC determination becomes final and non-appealable, the escrowed amounts shall be disbursed in

Page

accordance with that final and non-appealable outcome.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that routed to the other Party. Not less than thirty (30) days before the first Interconnection Activation Date, and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA NXX XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding Section 20.1.1, any information disclosed by one Party to the other Party pursuant to this Section 4.7.2(b) shall be deemed "Proprietary Information" under Article XX.

V.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

V.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

## ARTICLE VI TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

VI.1 **Scope of Traffic.** Article V prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange Service Customers and Interexchange Carriers (the "Access Toll Connecting Trunks"). Compensation for the transmission and routing of Exchange Access traffic is provided for in Article VI.

### VI.2 Trunk Group Architecture and Traffic Routing.

Page

VI.2.1 Prior to Requesting Carrier offering any service that would result in Switched Exchange Access traffic transversing Ameritech's network, the Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier's Customers.

VI.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800/888 and 976 traffic to allow Requesting Carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

VI.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

**VI.3 End Office Access.** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## **ARTICLE VII MEET-POINT BILLING ARRANGEMENTS**

### **VII.1 Meet-Point Billing Services.**

VII.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("**MECAB**") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VII.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with Schedule 6.0 to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies

Page

specified for such purposes in the MECAB document.

VII.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("**NECA**") FCC Tariff No. 4. Requesting Carrier shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

VII.1.4 Each Party shall implement the "**Multiple Bill/Single Tariff**" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

## **VII.2 Data Format and Data Transfer.**

VII.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record ("**EMR**") format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VII.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VII.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

VII.2.4 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 Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VII.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late

Page

payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VII.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

### **VII.3 Errors or Loss of Access Usage Data.**

VII.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VII.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

**VII.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**VII.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements.** 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 data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2.

## **ARTICLE VIII**

Page

## **TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **VIII.1 Ancillary Services Traffic**

VIII.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from either (i) Requesting Carrier's Resale Services Customers or (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching and which terminates to the applicable information services platform connected to Ameritech's network.

VIII.1.2 If Requesting Carrier elects not to be responsible for Ancillary Services Traffic, then Requesting Carrier must order blocking when submitting an order for the following: (i) resold lines and (ii) Ameritech's Unbundled Local Switching. If Requesting Carrier elects to be responsible for Ancillary Service Traffic, Requesting Carrier must indicate its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Requesting Carrier has elected to be responsible for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in Schedule 7.1, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic.

### **VIII.2 BLV/BLVI Traffic.**

VIII.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

VIII.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

VIII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Requesting Carrier

Page

does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

VIII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **VIII.3 Transit Service.**

VIII.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this Section 7.2.

VIII.3.2 "Transit Service" means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "Transit Counter-Party") and (y) originates on the Transit Counter Party's network and terminates to Requesting Carrier and (ii) 800 and 888 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, "IntraLATA 800 Traffic"), as more fully described in Section 7.2.8.

VIII.3.3 Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office.

VIII.3.4 While the Parties agree that it is the responsibility of each Transit Counter-Party to enter into arrangements with Requesting Carrier to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge 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 such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the termination of this Agreement, Ameritech will provide Requesting Carrier with Transit Service.

VIII.3.5 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, Ameritech will deliver such information to the terminating party.

VIII.3.6 Requesting Carrier shall not bill Ameritech for any Transit

Page

Service traffic unless otherwise agreed in writing by Ameritech.

VIII.3.7 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service ("**Originating Transit Traffic**"):

(1) Requesting Carrier shall:

(A) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and

(B) Reimburse Ameritech for any charges, including switched access charges, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.

(2) Ameritech shall remit to Requesting Carrier any access charges Ameritech receives from such Transit Counter-Party in connection with the delivery of such Originating Transit Traffic to such Transit Counter-Party.

- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (i) that is not subject to Primary Toll Carrier ("**PTC**") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier ("**Other Party Transit Agreement**"), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.

- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from Requesting Carrier in accordance with the terms and conditions of such PTC arrangement.

Page

Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates.

VIII.3.8 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- (a) IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Requesting Carrier performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.
- (b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). 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 or corrected data only.
- (c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Because IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

## ARTICLE IX INSTALLATION, MAINTENANCE, TESTING AND REPAIR

**IX.1 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

Page

**IX.2 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

**IX.3 Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

## **ARTICLE X UNBUNDLED ACCESS -- SECTION 251(c)(3)**

### **X.1 Access to Network Elements.**

X.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in Section 9.2, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

X.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Requesting Carrier if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Requesting Carrier on an unbundled basis; and

(B) Requesting Carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or

(2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the

Page

financial or administrative cost of, the Telecommunications Service Requesting Carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

X.1.3 Ameritech shall be required to make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available access to a Network Element that requires special construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.

**X.2 Network Elements.** At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

X.2.1 Local Loops, as more fully described on Schedule 9.2.1;

X.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

X.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

X.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

X.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

X.2.6 Operations Support Systems ("OSS") functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

X.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

**X.3 Requesting Carrier's Combination of Network Elements.**

Page

X.3.1 Ameritech shall provide Requesting Carrier access to Network Elements in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

Page

#### **X.4 Nondiscriminatory Access to and Provision of Network Elements.**

X.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

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

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

9.4.4 Notwithstanding anything to the contrary contained herein, if Requesting Carrier submits to Ameritech manual orders for Network Elements, Ameritech shall provide access to such manually ordered Network Elements on terms and conditions no less favorable than the terms and conditions under which Ameritech provides manually-ordered elements to itself, its subsidiaries, Affiliates and any other person.

#### **X.5 Provisioning of Network Elements.**

X.5.1 Ameritech shall provide Requesting Carrier unbundled Network Elements as set forth on **Schedule 9.5**. If Requesting Carrier submits "manual orders" for unbundled Network Elements in lieu of using any available electronic interfaces to submit such orders, the Parties agree that the terms and conditions set forth in Ameritech's unbundled Network Elements tariff(s) shall apply to Requesting Carrier's submission of such "manual orders" or, if no such terms or conditions are then set forth in the unbundled Network Elements tariff(s) or if such tariff(s) is not then in effect, the Parties shall apply the terms and conditions set forth in the Implementation Plan that

Page

address such manual orders.

X.5.2 Ameritech shall provide Requesting Carrier access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

X.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier ("PLEC"), Requesting Carrier shall comply with the requirements of **Section 10.11.1**.

X.5.4 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of any Requesting Carrier ordered Network Element unless directed to do so by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

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

9.5.6 When Ameritech receives an order for access to an unbundled Network Element or Elements from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.6**.

**X.6 Availability of Additional Network Elements.** Any request by Requesting Carrier for access to a Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all

Page

applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

#### **X.7 Pricing of Unbundled Network Elements.**

X.7.1 Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

9.7.2 Consistent with the Act and as prescribed by the FCC and the Commission, Ameritech and Requesting Carrier shall be entitled to interstate and intrastate access charges related to Requesting Carrier's purchase of access to unbundled Network Elements.

9.7.3 If Requesting Carrier submits to Ameritech manual orders for unbundled Network Elements, each manual order shall be subject to a non-recurring charge as set forth in the applicable tariff(s), or if no charge(s) are contained therein, at rates that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such manual orders.

**X.8 Billing.** Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

#### **X.9 Maintenance of Unbundled Network Elements.**

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

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Requesting Carrier requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

#### **X.10 Standards of Performance.**

X.10.1 Ameritech shall provide to Requesting Carrier access to unbundled

Page

Network Elements (i) in accordance with Section 9.4 as determined by this Section 9.10 and (ii) as required by the Commission (collectively, the "**Ameritech Network Element Performance Benchmarks**").

X.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in Schedule 9.10 which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a "**Network Element Performance Activity**"). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the "**Ameritech NE Records**") and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the "**Requesting Carrier NE Records**") and (y) other LECs in the aggregate (the "**Other LEC NE Records**"), in each case segregated on the basis of whether the unbundled Network Elements were ordered as provided in Schedules 9.2.6 and 9.5 or through manual orders. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

X.10.3 Subject to the last sentence of this Section 9.10.3, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an "**NE Specified Performance Breach**". Notwithstanding anything to the contrary in this Section 9.10.3, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI). Notwithstanding anything to the contrary in this Section 9.10, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this Section 9.10.3 if Requesting Carrier is leasing less than one thousand (1000) unbundled Network Elements from Ameritech for a given Reporting Period.

Page

X.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in Section 28.3 and seek any relief it is entitled to under Applicable Law.

X.10.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers.

#### ARTICLE XI

#### RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

**XI.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the "**Resale Services**"). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on Schedule 10.1.

**XI.2 Other Services.** Ameritech may, at its sole discretion, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

**XI.3 Limitations on Availability of Resale Services.**

Page

The following limitations shall apply to Resale Services:

XI.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers ("**Grandfathered Services**") are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Requesting Carrier for resale, subject to the terms of Section 10.3.2, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Requesting Carrier as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer's selection of Requesting Carrier as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Requesting Carrier at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each Requesting Carrier Resale Service Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to Requesting Carrier and will bill such service to Requesting Carrier from its retail billing systems.

XI.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber ("**Sunsetted Services**") are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to Requesting Carrier for resale to Requesting Carrier's Customers who are subscribers to the Sunsetted Service either from Ameritech or Requesting Carrier at the time so classified (subject to the provisions of Section 10.3.1 if such Sunsetted Service was classified as a Grandfathered Service prior to its classification as a Sunsetted Service) until the date such service is discontinued.

XI.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services.

**XI.4 Additional Charges for Resale Services.** In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the

Page

Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges, in each case as authorized and/or approved by the Commission and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4. If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9.2**. The wholesale discount set forth at Item VI of the Pricing Schedule is not applicable to taxes or other pass-through charges, including the charges described in this **Section 10.4**.

#### **XI.5 Restrictions on Resale Services.**

XI.5.1 Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

XI.5.2 Ameritech shall not be required to provide to Requesting Carrier a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a promotional rate if:

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

XI.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

XI.5.4 Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

XI.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

XI.5.6 Resale Services can only be used in the same manner as specified

Page

in Ameritech's retail tariffs.

XI.5.7 Ameritech may impose additional restrictions on Requesting Carrier's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

**XI.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this Section 10.6 (other than in a publicly filed tariff) shall be deemed "Proprietary Information" and subject to the terms and conditions of Article XX.

**XI.7 Operations Support Systems Functions.** Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance, repair and billing.

**XI.8 Nondiscriminatory Provision of Resale Services.**

XI.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

XI.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of Section 19.5, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers; provided that if Requesting Carrier submits Non-Electronic Orders for Resale Services pursuant to Section 10.13.2(b), Ameritech shall provision such orders as provided in Section 10.13.2(b)(iii).

**XI.9 Standards of Performance.**

XI.9.1 Ameritech shall provide Resale Services to Requesting Carrier (i) in accordance with Section 10.8 as determined by this Section 10.9, but subject to Section 10.4 and (ii) as required by the Commission (collectively, the "Resale

Page

**Performance Benchmarks”).**

XI.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on **Schedule 10.9.2** (each, a “Resale Performance Activity”) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the “Ameritech Resale Records”) and parallel records of the Resale Services provided to (i) Requesting Carrier (the “Requesting Carrier Records”) and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the “Other Reseller Records”), in each case segregated on the basis of whether the Resale Services were ordered through the Provisioning EI or by Non-Electronic Orders. The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech's retail Customers or (y) begins measuring additional criteria to assess such performance.

XI.9.3 Subject to **Section 10.9.2** and the last sentence of this **Section 10.9.3**, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a “Resale Specified Performance Breach.” Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 10.9**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 10.9.3** if Requesting Carrier is reselling less than one thousand (1000) resold lines in a given Reporting Period.

XI.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale

Page

Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

XI.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Requesting Carrier may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 28.3** and seek any relief it is entitled to under Applicable Law; or
- (b) Ameritech shall pay to Requesting Carrier as liquidated damages any amounts that Requesting Carrier is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

XI.9.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers.

#### **XI.10 Branding.**

XI.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

XI.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

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

Page

between Ameritech End Offices and the Requesting Carrier Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

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

XI.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, any other customer-owned facilities or its outside plant.

XI.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

XI.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

XI.10.6 Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

XI.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

Page

XI.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this **Section 10.10**.

**XI.11 Primary Local Exchange and Interexchange Carrier Selections.**

XI.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in **Schedule 10.11.1**) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

XI.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

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

Page

other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier ("**PIC**") changes.

XI.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier ("**Carrier of Record**") for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 10.11.1. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

XI.11.4 When Ameritech is notified by Requesting Carrier that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

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

(b) At some future date, Ameritech will provide PLECs the option to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of a PLEC's customer. Ameritech will provide Requesting Carrier prior written notice of the availability of this option. Within ten (10) Business Days after Ameritech provides notice of the availability of this option to Requesting Carrier (the "**Election Period**"), Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier's written notice of election. If Requesting Carrier fails to make the election described in this subsection (b) within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under subsection (a), and not under this subsection (b).

## **XI.12 Functionality Required To Support Resale Service.**

XI.12.1 Directory Listing Requirements. Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with the provisions of Article XV.

Page

XI.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Information Database ("LIDB").

XI.12.3 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

XI.12.4 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by a Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

XI.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5.**

### **XI.13 Service Functions.**

#### **XI.13.1 Point of Contact for Requesting Carrier Customer.**

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- (b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by

Page

telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.

- (c) Requests for Service Changes. When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.

XI.13.2 Operations Support Systems Functions — Provisioning.

- (a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide, and Requesting Carrier shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide, Version 7.0 (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Schedule 10.13.2.
- (b) Non-Electronic Orders. On or before the Service Start Date, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. If Requesting Carrier fails to establish the Provisioning EI so that it is unable to submit "live" orders through the Provisioning EI by the Service Start Date, the Parties agree that the terms and conditions set forth in the Resale Tariff (including any forecasting requirements associated therewith that are inconsistent with any requirements contained in this Agreement) shall apply to Requesting Carrier's submission of Non-Electronic Orders or, if no such terms or conditions are then set forth in the Resale Tariff or if the Resale Tariff is not then in effect, the following terms and conditions set forth in this Section 10.13.2(b) shall apply to such submission of Non-Electronic Orders.

Page

- (i) In addition to, and not in lieu of **Section 19.5.2**, not less than forty-five (45) days prior to the first Non-Electronic Order submitted by Requesting Carrier hereunder, and every calendar month thereafter, Requesting Carrier shall provide to Ameritech a three (3) month rolling forecast of the number of daily Non-Electronic Orders that Requesting Carrier shall submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) for a given calendar month (the "**Non-Electronic Forecast**"). The Non-Electronic Forecast shall be developed using standard commercial and industry practices and procedures, including daily demand data updated to reflect actual demand. The Non-Electronic Forecast shall be submitted to Ameritech in a standard format provided by Ameritech.
- (ii) Requesting Carrier may submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) up to the number of Non-Electronic Orders forecasted for that given day. Each Non-Electronic Order shall be submitted in a standard, legible typewritten format provided by Ameritech and shall be submitted to Ameritech through the use of a dedicated facsimile number to be identified in the Implementation Plan.
- (iii) Ameritech shall process Requesting Carrier's Non-Electronic Orders on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech; provided, that forecasted Non-Electronic Orders will receive first priority and any orders submitted that exceed the Non-Electronic Forecast for a given day will receive second priority.
- (iv) In addition to the non-recurring charges described in **Section 10.4**, each Non-Electronic Order submitted by Requesting Carrier to Ameritech shall be subject to a non-recurring charge of (1) \$24.19 per order for residential Resale Services and (2) \$17.17 per order for business Resale Services (which charges represent the combined service order charge and Non-Electronic Order charge) and, if applicable, any additional charges authorized by the Commission that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such

Page

## Non-Electronic Orders.

- (v) Requesting Carrier shall provide to Ameritech not less than ninety (90) days notice prior to Requesting Carrier's first order for "live" Resale Services through the Provisioning EI.
- (c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 10.13.2 and/or made available to Requesting Carrier after the Effective Date. Any request by Requesting Carrier to Ameritech for such other Operations Support Systems functions that are directed to the Service Center through a means other than the Provisioning EI shall be subject to additional non-recurring charges and restrictions.
- (d) Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in Section 10.7. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.11.1.
- (e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

## XI.13.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface (the "Maintenance EI") for the transfer and receipt of data necessary to perform the maintenance

Page

and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.

- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.
- (c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its customers that Ameritech utilizes with its customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

#### **XI.14 Responsibilities of Requesting Carrier.**

XI.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider's contact number.

XI.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

XI.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Carrier Identification Code, its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.

XI.14.4 Notwithstanding anything to the contrary in this Agreement, Requesting Carrier is solely responsible for the payment of charges for all Resale Services furnished under this Agreement.

XI.14.5 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

Page

**XI.15 Responsibilities of Ameritech.** Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

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

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

**XI.16 Exchange of Billing Information.**

XI.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("**Customer Usage Data**"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

XI.16.2 Interexchange call detail on resold lines that is forwarded to

Page

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

XI.16.3 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

XI.16.4 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of Article XXVII. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

#### **XI.17 Use of Service.**

XI.17.1 To the extent required by Applicable Law, Requesting Carrier shall be solely responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services to an entity that is the subject of or identified in an order or notice, when:

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

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

Page

XI.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier or as ordered by a court.

XI.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Requesting Carrier or Requesting Carrier's Customers shall not utilize Resale Services for the purpose of soliciting by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

XI.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

XI.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

XI.17.6 The determination as to whether any local exchange Telecommunications Service provided by Requesting Carrier to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Requesting Carrier's Customer.

## **ARTICLE XII NOTICE OF CHANGES -- SECTION 251(c)(5)**

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other

Page

Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

### **ARTICLE XIII COLLOCATION -- SECTION 251(c)(6)**

**XIII.1 Physical Collocation.** Ameritech shall provide to Requesting Carrier Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

**XIII.2 Virtual Collocation in Physical Collocation Space.** Where Requesting Carrier is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, Requesting Carrier may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case Requesting Carrier shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**XIII.3 Virtual Collocation in Virtual Collocation Space.** Where Requesting Carrier is Virtually Collocated in a space that was initially prepared for Virtual Collocation, Requesting Carrier may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case Requesting Carrier shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which Requesting Carrier shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

**XIII.4 Nondiscriminatory Collocation.** Collocation shall be made available to Requesting Carrier by Ameritech on a basis that is at parity to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of

Page

design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

**XIII.5 Eligible Equipment.** Requesting Carrier may Collocate equipment necessary (as that term is used by the FCC in its First Report and Order in CC Docket Nos. 96-98 and 95-185) for Interconnection, or access to Ameritech's Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexors;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment;
- (g) Equipment for signal regeneration ("hubbing equipment"); and
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

Requesting Carrier shall not Collocate switching equipment, equipment utilizing switching functionalities, or equipment used to provide enhanced services. If Requesting Carrier wishes to place in its Collocation space equipment that has or is capable of supporting any switching functionalities, Requesting Carrier shall (i) request Ameritech's prior written approval that such equipment complies with the terms, conditions and restrictions of this **Section 12.5** and (ii) disable any switching functionalities inherent in any equipment placed in its Collocation space. Ameritech may, upon twenty-four (24) hours' notice, request an escorted inspection of Requesting Carrier's Collocation space to confirm Requesting Carrier's compliance with the terms of this **Section 12.5**.

**XIII.6 Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or

Page

third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

**XIII.7 Interconnection with other Collocated Carriers.** Upon written request to Ameritech, Requesting Carrier shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross- Connection or other connecting transmission facilities ("**Co-Carrier Cross Connect**") so long as (i) Requesting Carrier and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) Requesting Carrier provides the connection between the equipment in the Collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of Requesting Carrier and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. In the event that such Co-Carrier Cross Connection is used to connect with the Virtual Collocation equipment of Requesting Carrier or another Telecommunications Carrier, Ameritech shall provide the Cross Connect at the rates set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.7**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify Ameritech for any Loss arising from Requesting Carrier's installation, use, maintenance or removal of such connection with the other collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Requesting Carrier.

**XIII.8 Interconnection Points and Cables.**

Ameritech shall:

XIII.8.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

XIII.8.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

Page

XIII.8.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

XIII.8.4 permit Requesting Carrier Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

### **XIII.9 Allocation of Collocation Space.**

XIII.9.1 Requesting Carrier may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space.

XIII.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

XIII.9.3 Requesting Carrier will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to Requesting Carrier's forecasts to the extent that Collocation space is then available.

**XIII.10 Security Arrangements.** Requesting Carrier shall adopt, at the request of Ameritech and at Requesting Carrier's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate Requesting Carrier's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

**XIII.11 Subcontractor and Vendor Approval.** Ameritech shall permit Requesting Carrier to subcontract the construction and build-out of Physical Collocation arrangements. If Requesting Carrier is working on equipment and/or facilities within its Physical Collocation cage, Requesting Carrier may select a vendor/subcontractor of its choice to perform such work. However, if any type of work is to be performed outside of

Page

Requesting Carrier's Physical Collocation cage, such work must be completed by an Ameritech-approved vendor and is subject to Ameritech's inspection upon completion of such work.

**XIII.12 Delivery of Collocated Space.**

XIII.12.1 Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering a Collocation Interconnection order form to Ameritech. Each order for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Requesting Carrier will require for such space, (iv) the equipment to be housed in such space, (v) Requesting Carrier's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing within ten (10) Business Days of receiving Requesting Carrier's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation Space in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Requesting Carrier's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier's request for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available. In advance of the Delivery Date, Requesting Carrier may place, and Ameritech agrees to not refuse, an order for facilities and/or access to unbundled Network Elements that will, subject to **Schedule 9.10**, be provisioned on or after the Delivery Date.

**XIII.12.2 Physical Collocation.**

- (a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's request, Ameritech shall include in its notice to Requesting Carrier (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.2(c)**.

Page

- (b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of Requesting Carrier's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.
- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's request for Collocation, (ii) ninety (90) days from the receipt of Requesting Carrier's Initial COBO Payment (as provided on Schedule 12.12) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").
- (d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in Section 1 of Schedule 12.12.
- (e) If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing Requesting Carrier for recurring charges for the Collocated space on the date such space is made available to Requesting Carrier for occupancy (the "Occupancy Date"). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) Requesting Carrier fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the

Page

space pursuant to this **Section 12.12.2(f)**, Requesting Carrier shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and Requesting Carrier shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to Requesting Carrier when construction of Requesting Carrier Collocation space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At Requesting Carrier's request Ameritech shall provide, within three (3) months after receiving Requesting Carrier's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within such three (3) month period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the later of (i) the walkthrough and (ii) the receipt of Requesting Carrier's request. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier.

#### XIII.12.3 Virtual Collocation.

- (a) If Requesting Carrier requests Virtual Collocation, or if requested

Page

Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's request, Ameritech shall include in its notice to Requesting Carrier described in **Section 12.12.1** (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.3(c)**.

- (b) Ameritech and Requesting Carrier will have an initial walkthrough of the Collocated space to be provided to Requesting Carrier for Virtual Collocation on the earlier of (i) ten (10) Business Days after Ameritech's verification of the Virtual Collocation space to be provided to Requesting Carrier and (ii) fourteen (14) days after Ameritech's receipt of Requesting Carrier's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.
- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days after the initial walkthrough.
- (d) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3 of Schedule 12.12**.
- (e) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocation space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by

Page

Requesting Carrier.

- (f) Ameritech shall install Cross-Connects when cross-connecting for through connect purposes as directed by Requesting Carrier at the rates provided at Item VII of the Pricing Schedule.

**XIII.13 Pricing.** The prices charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule.

**XIII.14 Billing.** Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of Article XXVII to this Agreement.

**XIII.15 Common Requirements.** The requirements set forth on Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

**XIII.16 Additional Requirements.** The additional requirements set forth on Schedule 12.16 shall be applicable to Physical Collocation.

**XIII.17 Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

XIII.17.1 Ameritech and Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

XIII.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

XIII.17.3 Ameritech shall allow Requesting Carrier periodically to inspect or observe spaces which house or contain Requesting Carrier equipment or equipment enclosures and furnish Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured Requesting Carrier space, subject to Section 12.17.2 and Article XX and, in the case

Page

of Virtual Collocation, payment by Requesting Carrier of the cost of Ameritech escorts.

XIII.17.4 For Physical Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation space.

XIII.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

XIII.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting Carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Requesting Carrier shall immediately provide Ameritech with such new keys.

XIII.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

#### ARTICLE XIV NUMBER PORTABILITY -- SECTION 251(b)(2).

**XIV.1 Provision of Local Number Portability.** Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. For purposes of this Article XIII, "Party A" means the carrier from which a telephone number is ported, and "Party B" means the carrier to which a telephone number is ported.

**XIV.2 Interim Number Portability ("INP").** The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("**RCF**"), Direct Inward Dialing ("**DID**") or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Central Office. To the extent technically feasible, Interim Number Portability will be provided by each Party

Page

with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

#### **XIV.3 Remote Call Forwarding ("RCF").**

XIV.3.1 Subject to Section 13.2, if a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

XIV.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format. Party A shall provide to Party B the EMR containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System ("AEBS").

XIV.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

XIV.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the

Page

RCF or DID arrangement pursuant to the Customer's instructions at that time.

XIV.3.5 For ported numbers using RCF, Requesting Carrier shall provide in the 9-1-1 information Requesting Carrier provides to Ameritech under this Agreement both the ported number and Requesting Carrier's RCF number if Requesting Carrier has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by Requesting Carrier, in the PSAP database to the extent that the database is capable of storing both numbers.

**XIV.4 Direct Inward Dialing.** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Central Office using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Central Office or from separate trunk groups within the same Central Office, such service provided from each Central Office or each trunk group within the same Central Office shall be considered a separate service.

**XIV.5 NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

**XIV.6 Other Interim Number Portability Provisions.**

Page

XIV.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIV.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

XIV.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services, coin telephone numbers and mass calling NXXs) under this Agreement.

XIV.6.4 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

**XIV.7 Compensation on Traffic to INP'ed Numbers.** The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "**Performing Party**") which performs the INP to the other Party (the "**Receiving Party**") for whose Customer the INP is provided.

XIV.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

XIV.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("**Recip Traffic**"), (ii) intrastate FGD charges ("**Intra Traffic**"), or (iii) interstate FGD charges ("**Inter Traffic**"). On the date which is six (6) months after the Interconnection Activation Date,

Page

and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

XIV.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

**XIV.8 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including record keeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability. Recovery of Interim Number Portability costs will be in a competitively neutral manner, as determined by the Commission. Until such time as the Commission establishes such methodology, the Parties shall track and quantify their costs to provide INP to the other Party.

**XIV.9 Permanent Number Portability.** The Parties shall migrate existing methods of providing INP to permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. Once permanent Number Portability is available in a given area, neither Party shall be required to provide INP in that area. The Parties shall provide permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

**ARTICLE XV**  
**DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)**

Page

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its customers for the provision of Directory Assistance service in conjunction with Telephone Exchange Service and Exchange Service provided by Requesting Carrier to customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

#### **ARTICLE XVI DIRECTORY LISTINGS -- SECTION 251(b)(3)**

**XVI.1 Directory Listings For Requesting Carrier Resale Customers.** Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers served through Resale Services ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

XVI.1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge Requesting Carrier for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

XVI.1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

XVI.1.3 Publisher shall provide Requesting Carrier with a copy of the Primary Listings prior to publication. Both Parties shall use their best efforts to ensure the accurate listing of such information.

XVI.1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Requesting Carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

XVI.1.5 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Directory

Page

Customers that are provided to Ameritech or its Publisher.

XVI.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations to Requesting Carrier at the same time such information is provided to Ameritech.

**XVI.2 Listing and Listing Updates.** Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

XVI.2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

XVI.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Requesting Carrier Directory Customers are to be provided to Ameritech.

XVI.2.3 Requesting Carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Service Start Date.

XVI.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;

Page

- (c) sell or license such Customer listing information sorted by carrier;  
or
- (d) disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

XVI.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories to Requesting Carrier Directory Customers on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers.

XVI.3 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Requesting Carrier.

## ARTICLE XVII ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

### XVII.1 Structure Availability.

XVII.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, "**Structure**") for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, "**Attachments**"). "**Rights-of-way**" means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's 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. The availability of Ameritech Structure for Requesting Carrier'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 16.18, all interests in property granted by persons or entities public or private, and Applicable

Page

Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

XVII.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI, "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 will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

**XVII.2 Franchises, Permits and Consents.** Requesting Carrier 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 Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

**XVII.3 Access and Modifications.** Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

XVII.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Requesting Carrier's Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

Page

XVII.3.2 If Requesting Carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Requesting Carrier but will be required to make the Right-of-way available to Requesting Carrier to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Requesting Carrier's Attachments.

XVII.3.3 The costs of modifying a Structure to accommodate Requesting Carrier's request, an existing or prospective attaching party's request, or the needs of Ameritech, 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, with a pre-existing Attachment to the Structure to be modified to accommodate Requesting Carrier 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, uses the modification to bring its Structure or Attachments 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, 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 Requesting Carrier. If an attaching party, including Ameritech, 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.

XVII.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including Ameritech, 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.

**XVII.4 Installation and Maintenance Responsibility.** Requesting Carrier 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 or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where

Page

Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

**XVII.5 Installation and Maintenance Standards.** Requesting Carrier's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore 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.

**XVII.6 Implementation Team.** The Implementation Team shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan.

**XVII.7 Access Requests.** Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

**XVII.8 Unused Space.** Except for maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Requesting Carrier, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. Requesting Carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Requesting Carrier may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure

Page

that will be reviewed jointly on an annual basis.

**XVII.9 Maintenance Ducts.** One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

**XVII.10 Applicability.** The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

**XVII.11 Other Arrangements.** Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

**XVII.12 Cost of Certain Modifications.** If Ameritech 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. However, if such alteration is required solely due to Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Requesting Carrier's expenses.

**XVII.13 Maps and Records.** Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to Requesting Carrier. Upon request, Ameritech will meet with Requesting Carrier to clarify matters relating to maps, records or additional information. Ameritech 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 Requesting Carrier and such materials may not be resold, licensed or distributed to any other person.

**XVII.14 Occupancy Permit.** Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of

one hundred eighty (180) consecutive days, (d) if Requesting Carrier fails to comply with a material term or condition of this Article XVI and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this Article XVI, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting Carrier's expense. To the extent that Requesting Carrier places an Attachment on Ameritech's Structure without a valid permit, Requesting Carrier shall notify Ameritech immediately of the existence of such Attachment and pay to Ameritech within ten (10) Business Days after the completion of such Attachment an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment.

**XVII.15 Inspections.** Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structure. Requesting Carrier shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

**XVII.16 Damage to Attachments.** Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in Article XXVI, the Party damaging the Attachments of the other shall be responsible to the other therefor.

**XVII.17 Charges.** Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC

Page

pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech 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 Requesting Carrier for map preparation, field surveys and Make-Ready Work.

**XVII.18 Nondiscrimination.** Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

**XVII.19 Interconnection.**

XVII.19.1 Upon request by Requesting Carrier, Ameritech will permit the interconnection of ducts or conduits owned by Requesting Carrier in Ameritech manholes. However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Requesting Carrier's request for interconnection is possible.

XVII.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

XVII.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

**XVII.20 Cost Imputation.** Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

**XVII.21 Structure Access Center.** Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be

Page

Requesting Carrier's single point of contact for all matters relating to Requesting Carrier's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

**XVII.22 State Regulation.** The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which Requesting Carrier 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 **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

**XVII.23 Abandonments, Sales or Dispositions.** Ameritech shall notify Requesting Carrier 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 shall condition the sale or other disposition to include and incorporate the rights granted to Requesting Carrier hereunder.

#### **ARTICLE XVIII REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("**Referral Announcement**") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for a period of four (4) months after the date the Customer changes its telephone number in the case of business Customers and sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

Page

**ARTICLE XIX  
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN**

**XIX.1 Implementation Team.** The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

**XIX.2 Interconnection Maintenance and Administration Plan.** Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Requesting Carrier and Ameritech shall have jointly developed a plan (the "Plan") which shall define and detail:

- (a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in Section 3.6;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Article III and the trunk groups specified in Articles IV and V, including standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

Page

**XIX.3 Implementation Plan.** Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the "**Implementation Plan**"), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for provisioning and maintenance;
- (4) Single points of contact for provisioning and maintenance;
- (5) Service ordering and provisioning procedures, including provision of the trunks and facilities;
- (6) Provisioning and maintenance support;
- (7) Procedures and processes for Directories and Directory Listings;
- (8) Service referral procedures;
- (9) Training and the charges associated therewith;
- (10) Billing;
- (11) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process; and
- (12) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

**XIX.4 Action of Implementation Team.** The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation

Page

Plan shall remain in full force and effect.

**XIX.5 Further Coordination and Performance.** Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representative on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

**XIX.6 Operational Review.** Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and, consistent with the forecast provided under Section 19.5.2, the orders of Requesting Carrier Customers for Resale Services are successfully completed;
- (b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under Section 19.5.2, the orders for unbundled Loops are successfully completed;
- (c) Review of all agreed-upon performance standards; and
- (d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

**ARTICLE XX  
GENERAL RESPONSIBILITIES OF THE PARTIES**

Page

**XX.1 Compliance with Implementation Schedule.** Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule set forth on **Schedule 2.1**.

**XX.2 Compliance with Applicable Law.** Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

**XX.3 Necessary Approvals.** 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 persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**XX.4 Environmental Hazards.** Each Party will be solely responsible at its 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 (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

**XX.5 Forecasting Requirements.**

**XX.5.1** 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 Customers in their respective designated service areas.

**XX.5.2** Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Interconnection, unbundled Network Elements and Resale Services (notwithstanding that Requesting Carrier may also be submitting binding forecasts pursuant to **Section 10.13.2(b)**) to be provided under this Agreement, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may

Page

render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed "Proprietary Information" under Article XX.

XX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by Section 19.5.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.3 shall be deemed "Proprietary Information" under Article XX.

**XX.6 Certain Network Facilities.** Each Party is individually responsible to provide facilities within its network which 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 using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1, 19.5.2 and, if applicable, 19.5.3. 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.

**XX.7 Traffic Management and Network Harm.**

Page

XX.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to 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.

XX.7.2 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.

XX.7.3 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.

XX.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

**XX.8 Insurance.** At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**XX.9 Labor Relations.** 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 (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

**XX.10 Good Faith Performance.** Each Party shall act in good faith in its

Page

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, as the case may be.

**XX.11 Responsibility to Customers.** Each Party is solely responsible to its Customers for the services it provides to such Customers.

**XX.12 Unnecessary Facilities.** No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

**XX.13 Cooperation.** The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**XX.14 NXX Code Administration.** Each Party is responsible for administering NXX codes assigned to it.

**XX.15 LERG Listings.** Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

**XX.16 LERG Use.** Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**XX.17 Switch Programming.** Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**XX.18 Transport Facilities.** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

## **ARTICLE XXI PROPRIETARY INFORMATION**

### **XXI.1 Definition of Proprietary Information.**

Page

XXI.1.1 **"Proprietary Information"** means:

- (a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is either identified as "Confidential" or "Proprietary" at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and
- (b) 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 subsection (a) above, 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"**).

XXI.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential," "proprietary," or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

XXI.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of

Page

this Agreement, shall be deemed "Proprietary Information."

**XXI.2 Disclosure and Use.**

XXI.2.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents ("Representatives") in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative 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 employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives 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.

XXI.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives 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

Page

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 a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

XXI.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 20.3 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.

XXI.2.4 This Section 20.2 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with Section 20.3.

### XXI.3 Government Disclosure.

XXI.3.1 If a Receiving Party desires to disclose or provide to the 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

Page

recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

XXI.3.2 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 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 20.3 with respect to all or part of such requirement.

XXI.3.3 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 20.3. 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 or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### XXI.4 Ownership.

XXI.4.1 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.

XXI.4.2 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.

Page

XXI.4.3 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 treat such Proprietary Information in the manner required by this Agreement.

## ARTICLE XXII TERM AND TERMINATION

**XXII.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until August 17, 2001 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a "Renewal Term"; "Renewal Term" and "Initial Term" sometimes collectively referred to herein as the "Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

**XXII.2 Renegotiation of Certain Terms.** Notwithstanding anything to the contrary in Section 21.1, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the applicable expiration date, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

**XXII.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 28.3 and it shall be resolved in accordance with the procedures established in Section 28.3.

Page

**XXII.4 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred in accordance with the terms of this Agreement or approved by the other Party prior to such expiration or termination.

**ARTICLE XXIII  
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

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

**ARTICLE XXIV  
CANCELLATION CHARGES**

Except as provided in **Sections 9.1.3** and **19.5.3**, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

**ARTICLE XXV  
SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**ARTICLE XXVI**