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INDEMNIFICATION

XXVI.1 General Indemnity Rights. A Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims") for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification;

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- (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and
- (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law other than the Act, Commission orders or rules.

XXVI.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

XXVI.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be

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obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article XX.

ARTICLE XXVII LIMITATION OF LIABILITY

XXVII.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

XXVII.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

XXVII.3 Limitation of Damages. Except for indemnity obligations under Article XXV, a Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or

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restoration of an individual Network Element or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed and (ii) the amount such negligent or breaching Party would have been liable to its Customer if the comparable retail service was provided directly to its Customer.

XXVII.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 26.5). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 26.4.

XXVII.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 25.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

XXVII.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XXVIII BILLING

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XXVIII.1 Billing. Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this **Article XXVII** and the Implementation Plan.

XXVIII.2 Recording. To the extent technically feasible, the Parties shall record call detail information associated with calls originated or terminated to the other Party as specifically required herein.

XXVIII.3 Payment Of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the "**Bill Due Date**"). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party's bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

XXVIII.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, "**Past Due**"), then a late payment charge shall be assessed. Past Due amounts shall accrue interest as provided in **Section 27.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 28.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

XXVIII.5 Adjustments.

XXVIII.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

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XXVIII.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("**Underbilled Charges**"); provided, however, that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

XXVIII.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made and available.

**ARTICLE XXIX
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION**

XXIX.1 Audit Rights.

XXIX.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party ("**Auditing Party**") may audit the other Party's ("**Audited Party**") books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party's billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once annually if the

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previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

XXIX.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

XXIX.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

XXIX.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

XXIX.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals

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cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.1.1**. Any additional audit shall be at the requesting Party's expense.

XXIX.2 Disputed Amounts.

XXIX.2.1 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The Non-Paying Party shall be responsible for all costs associated with establishing the interest bearing escrow account and shall ensure that the account bears interest at an amount at least equal to that set forth in **Section 22.4**. Notwithstanding the foregoing, except as provided in **Section 28.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

XXIX.2.2 If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any interest associated with those Disputed Amounts no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts.

XXIX.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and

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negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

XXIX.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.2.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

XXIX.2.5 The Parties agree that all negotiations pursuant to this Section 28.2 shall remain confidential in accordance with Article XX and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

XXIX.3 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 28.3. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

XXIX.4 Equitable Relief. Notwithstanding the foregoing, this Article XXVIII shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its

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judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

ARTICLE XXX REGULATORY APPROVAL

XXX.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

XXX.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to Requesting Carrier or Ameritech) (an "**Ameritech/Requesting Carrier Interconnect Tariff**"), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff, (ii) provide to such other Party its proposed Ameritech/Requesting Carrier Interconnect Tariff and obtain such other Party's agreement on the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such Ameritech/Requesting Carrier Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such Ameritech/Requesting Carrier Interconnect Tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such Ameritech/Requesting Carrier Interconnect Tariffs as of the date on which the requirement to file such Ameritech/Requesting Carrier Interconnect Tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than the Ameritech/Requesting Carrier Interconnection Tariff, other than as provided under Applicable Law.

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29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. Each Party agrees to act in good faith and cooperate with the other Party in preparing any amendment required by this **Section 29.3**. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Interim Rates. If the rates, charges and prices set forth in this Agreement are "**interim rates**" established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXXI MISCELLANEOUS

XXXI.1 Authorization.

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XXXI.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Illinois.

XXXI.1.2 Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting Carrier represents and warrants to Ameritech that it has been or will be prior to providing any services contemplated hereunder certified as an LEC by the Commission and is authorized to provide in the State of Illinois the services contemplated hereunder.

XXXI.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

XXXI.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for (i) the 'performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' compliance with the terms, conditions and restrictions of this Agreement.

XXXI.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party

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has sole authority and responsibility to hire, fire and otherwise control its employees.

XXXI.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "**Force Majeure Event**") or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event *during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event* (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

XXXI.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions.

XXXI.7 Taxes.

XXXI.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax

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exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

XXXI.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

XXXI.8 Non-Assignment. Requesting Carrier may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to an Affiliate in accordance with Section 30.2 by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

XXXI.9 Non-Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

XXXI.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section 30.10, to the following addresses of the Parties:

To Requesting Carrier:

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Accelerated Connections, Inc.
7337 South Revere Parkway,
Suite 100
Englewood, CO
Attn.: Robert Masitti
Facsimile: (303) 206-9564
with a copy to:

Blumenfeld & Cohen
Sumner Square
1615 M Street, N.W.
Suite 700
Washington, D.C. 20036
Attn.: Jeffrey Blumenfeld
Facsimile: (202) 955-6460

with a copy to:

Eric Geiss, Vice President
8787 Complex Drive
Suite 200
San Diego, CA 92123
Facsimile: (619) 879-6901

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President - Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 245-0254

Page

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile.

XXXI.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

XXXI.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

XXXI.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

XXXI.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

XXXI.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIII, XXV, and XXVI, Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 28.2, 28.3, 30.7, 30.11, and 30.14 and Schedule 10.9.6.

XXXI.16 Scope of Agreement. This Agreement is intended to describe and

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enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

XXXI.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

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XXXI.18 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ACCELERATED CONNECTIONS, INC. AMERITECH INFORMATION INDUSTRY
SERVICES, A DIVISION OF
AMERITECH SERVICES, INC., ON BEHALF OF
AND AS AGENT FOR AMERITECH ILLINOIS

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

Page

SCHEDULE 1.2**DEFINITIONS**

"9-1-1" means the services described in Section 3.9.

"9-1-1 Control Office Software Enhancement Connection Charge" is as defined in Section 3.9.2(e).

"Access Toll Connecting Trunks" is as defined in Section 5.1.

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

"Advanced Intelligent Network" or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"Affiliate" is As Defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"Applicable Law" is as defined in Section 19.2.

"Approval Date" is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the

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Commission.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Automatic Location Identification" or **"ALI"** means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

"Automatic Number Identification" or **"ANI"** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, **"ANI"** means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

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

"Bellcore" means Bell Communications Research, Inc.

"Binding Forecast" is as defined in Section 19.5.3.

"Blocking of Caller ID" means service in which a customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Called ID.

"BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

"Bona Fide Request" means the process described on Schedule 2.2.

"Business Day" means a day on which banking institutions are required to be open for business in Chicago, Illinois.

"CABS" means the Carrier Access Billing System which is contained in a

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document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"Calling Party Number" or **"CPN"** is a Common Channel Interoffice Signaling (**"CCIS"**) parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier of Record" is as defined in Section 10.11.3.

"CCS" means one hundred (100) call seconds.

"Central Office" means a building or space within a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

"Central Office Switch" means a switch used to provide Telecommunications Services, including:

(a) **"End Office Switches,"** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **"Tandem Office Switches,"** or **"Tandems,"** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

"CLASS Features" means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"COBO" is as defined in Section 12.12.2(b).

"Collocation" is As Described in the Act.

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"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

"Commission" means the Illinois Commerce Commission.

"Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

"Consequential Damages" is as defined in Section 26.5.

"Contract Month" means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

"Contract Year" means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

"Control Office" means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

"Cross-Connect" or "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party's equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

"Customer" means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

"Customer Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

"Customer Name and Address Information" or "CNA" means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and

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published listings.

"Customer Proprietary Network Information" is As Defined in the Act.

"Customer Usage Data" is as defined in Section 10.16.1.

"Data Management System" or **"DMS"** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.

"Delaying Event" means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party's failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

"Delivery Date" is as defined in Sections 12.12.2(b) and 12.12.3(c).

"Derivative Information" is as defined in Section 20.1.1(b).

"Dialing Parity" is As Defined in the Act.

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

"Digital Signal Level 0" or **"DS0"** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or **"DS1"** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or **"DS3"** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 28.3.

"Disputed Amounts" is as defined in Section 28.2.1.

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"Documentation of Authorization" is as defined in Schedule 10.11.1.

"Effective Date" is the date indicated in the Preamble.

"Emergency Services" mean police, fire, ambulance, rescue and medical services.

"E9-1-1" or "Enhanced 9-1-1 (E9-1-1) Service" provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

"equal in quality" is as defined in Section 3.6.

"Exchange Access" is As Defined in the Act.

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

"Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

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

"Force Majeure Event" is as defined in Section 30.5.

"Forecast Provider" is as defined in Section 19.5.3.

"Grandfathered Services" is as defined in Section 10.3.1.

"Hazardous Substances" is as defined in Section 19.4.

"HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line

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codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

"Implementation Plan" is as defined in Section 18.2.

"Implementation Team" is as defined in Section 18.1.

"Incumbent Local Exchange Carrier" or **"ILEC"** is As Defined in the Act.
"Information Service" is As Defined in the Act.

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's Information Services platform (e.g., 976).

"Initial Term" is as defined in Section 21.1.

"Insufficient Capacity" is as defined in Section 16.1.2.

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

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

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

"Interconnection" is As Defined in the Act.

"Interconnection Activation Date" is as defined in Section 2.1.

"Interexchange Carrier" or **"IXC"** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

"Interim Telecommunications Number Portability" or **"INP"** is as described in the Act.

"InterLATA" is As Defined in the Act.

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"IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

"ISP" is as defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

"Line Information Database(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

"Listing Update(s)" means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

"Local Access and Transport Area" or "LATA" is As Defined in the Act.

"Local Exchange Carrier" or "LEC" is As Defined in the Act.

"Local Loop Transmission" or "Loop" means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Central Office which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

"Local Number Portability" or "LNP" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

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"Local Traffic" means a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated.

"Logical Trunk Groups" are trunks established consistent with **Articles IV and V** that originate at one Party's Central Office and terminate at the other Party's Tandem or End Office. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

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

"Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier's Attachments.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

"Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Multiple Bill/Single Tariff" means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

"Network Element" is As Defined in the Act.

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"Non-Electronic Order" shall mean an order for the same location and the same customer account and which is submitted by Requesting Carrier to Ameritech using a means other than the Provisioning EI.

"North American Numbering Plan" or **"NANP"** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

"Number Portability" is As Defined in the Act.

"NXX" means the three-digit code which appears as the first three digits of a seven-digit telephone number.

"OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Occupancy Date" is as defined in Section 12.12.2(e).

"Optical Line Terminating Multiplexor" or **"OLTM"** is as defined in Section 3.3.

"Party" means either Ameritech or Requesting Carrier, and **"Parties"** means Ameritech and Requesting Carrier.

"Physical Collocation" is As Defined in the Act.

"PIC" is as defined in Section 10.11.4.

"Plan" is as defined in Section 8.1.

"Premises" is As Defined in the Act.

"Primary Listing" means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

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"Proprietary Information" is as defined in Section 20.1.1.

"Provisioning EI" is as defined in Section 10.13.2(a).

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Publisher" means Ameritech's White Pages Directories publisher.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

"Receiving Party" is as defined in Section 20.1.1.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in Article XVII.

"Renewal Term" is as defined in Section 21.1.

"Requesting Carrier Directory Customer" is as defined in Section 15.1.

"Resale Implementation Questionnaire" means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that Requesting Carrier can be established in Ameritech's internal system, a copy of which has been provided to Requesting Carrier.

"Resale Services" is as defined in Section 10.1.

"Resale Tariff" means individually and collectively the effective tariff or tariffs

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filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech's resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of ICC No. 20, Part 22 and ICC No. 19, Part 22.

"Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **"RP Practice"**), the Routing Point (referred to as the **"Rating Point"** in such RP Practice) may be an End Office Switch location, or a **"LEC Consortium Point of Interconnection"**. Pursuant to such RP Practice, each **"LEC Consortium Point of Interconnection"** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

"Selective Routing" or **"SR"** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

"Service Agency" means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

"Service Control Point" or **"SCP"** is As Defined in the Act.

"Service Line" means a telecommunications link from the Central Office terminating at the PSAP.

"Service Start Date" means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Illinois to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to

Page

Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

"Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

"Signal Transfer Point" or "STP" is As Defined in the Act.

"Sunsetted Services" is as defined in Section 10.3.2.

"Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

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

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

"Technical Reference Schedule" is the list of technical references set forth in Schedule 2.3.

"technically feasible point" is As Described in the Act.

"Telecommunications" is As Defined in the Act.

"Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

"Telecommunications Assistance Program" means any means-tested or

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subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

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

"Telephone Relay Service" means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller.

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

"Unauthorized Switching" is as defined in Section 10.11.2(a).

"Virtual Collocation" is As Defined in the Act.

"White Pages Directories" means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

SCHEDULE 2.1 IMPLEMENTATION SCHEDULE Illinois

1. Interconnection

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection n Activation Date
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To be established in accordance with the procedures and intervals of Section 3.4.4.

2. Access to unbundled Network Elements.

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To be established in accordance with the procedures and intervals of Section 12.12

3. Resale Services.

Page**SCHEDULE 2.2****BONA FIDE REQUEST**

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection, Network Element and/or customized feature, capability or functionality.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to Requesting Carrier a preliminary analysis of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a firm price quote and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5. Within thirty (30) days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act,

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exercise its rights under **Section 28.3**.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the preliminary analysis of the Bona Fide Request during the thirty (30) day analysis period. Requesting Carrier may either:

- (a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the thirty (30) day analysis period will not exceed \$2,000, or
- (b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the thirty (30) day analysis period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will return the \$2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the preliminary analysis are less than \$2,000, the balance of the deposit will, at the option of Requesting Carrier, either be refunded or credited toward additional development costs authorized by Requesting Carrier.

7. Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 28.3**.

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SCHEDULE 2.3**TECHNICAL REFERENCE SCHEDULE**Unbundled Network ElementsUnbundled Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital
Hierarchy - Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993,
section 7
ANSI T1.413-1995
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Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)
Bellcore GR-1432-CORE (TCAP)
Bellcore GR-905-CORE (ISUP)
Bellcore GR-1429-CORE (Call Management)
Bellcore GR-1357-CORE (Switched Fractional DS1)
Bellcore GR-1428-CORE (Toll Free Service)
Bellcore GR-1597-CORE (Calling Name)
Bellcore GR-954-CORE (Line Information Database)
Bellcore GR-2863-CORE (Advanced Intelligent Network)
GR-1298-CORE, AIN Switching System Generic Requirements
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface
Generic Requirements
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
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Bellcore TR-NWT-303
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access
Digital Subscriber Lines
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Interoffice Transmission Facilities

- AM TR-NIS-000111
- AM RT-NIS 000133
- ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability
- ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
- ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
- ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching
- ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings
- ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces
- ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
- ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
- ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection
- ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
- ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
- ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
- ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications

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- ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)
- ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications
- ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment
- ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment
- ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring
- ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification
- ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification
- Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements
- Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance
- Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria
- Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)
- Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access
- Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

ANSI T1.111.2

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ANSI T1.111.4
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ANSI T1.118
ANSI T1.111.6
ANSI T1.112.5
GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)
GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)
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ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS)

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Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

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GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)
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Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

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Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria

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Network Interface Device

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Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"

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InterconnectionTrunking Interconnection

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Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS)
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Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS)
Supporting Call Management Services
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS)
Supporting Signaling Connection Control Part (SCCP) and Transaction
Capabilities Application Part (TCAP)
ANSI T1.110-1992, American National Standard Telecommunications - Signaling
System Number 7 (SS7) - General Information;
ANSI T1.111-1992, American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
ANSI T1.111A-1994, American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
Supplement
ANSI T1.112-1992, American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Signaling Connection Control Part
(SCCP)
ANSI T1.113-1995, American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Integrated Services Digital Network
(ISDN) User Part
ANSI T1.114-1992, American National Standard for Telecommunications -
Signaling System Number 7 (SS7) - Transaction Capabilities Application
Part (TCAP)
ANSI T1.115-1990, American National Standard for Telecommunications -
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 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service
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 Ameritech Technical Publication TR-NIS-000111, Ameritech OC3, OC12 and OC48 Service Interface Specifications; and
 Ameritech Technical Publication AM-TR-NIS-000133, Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
 National Electrical Code (NEC) use latest issue
 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
 TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
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TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

Page**SCHEDULE 3.8****AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS****1.0 Trunk Provisioning Intervals**

1.1 Number of End Office Trunks Per Order Per Day		<u>Interval</u>
1-48		14 days
49-96		15 days
97 +		Negotiated

1.2	<u>New Trunk Groups to Tandem(s)</u>	Negotiated
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2.0 Trunking Grade of Service**Blocking Standards**

<u>Traffic Type</u>	<u>Measurement</u>
Exchange Access Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
All Other Final Trunk Group Traffic	1% (0.01)

3.0 Trunk Restoral

<u>Type of Outage</u>	<u>Interval</u>
Service Affecting	within 1 hour
Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records.

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SCHEDULE 6.0**MEET-POINT BILLING RATE STRUCTURE**

A. Interstate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

B. Intrastate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/

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50% Requesting Carrier

Local Transport (Tandem) Facility

This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates

Page**SCHEDULE 7.1****BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES****Please initial one:**

_____ Requesting Carrier elects not to be responsible for Ancillary Services Traffic. If Requesting Carrier's Customer utilizes resold lines, Requesting Carrier shall be solely responsible for ordering blocking of such traffic on a per line basis when Requesting Carrier submits an order. If Requesting Carrier's Customer utilizes Unbundled Local Switching ("ULS"), Requesting Carrier shall request blocking when Requesting Carrier submits its order for ULS. Requesting Carrier shall indemnify and hold Ameritech harmless from any Losses arising out of Requesting Carrier's failure to order blocking for resold lines.

_____ Requesting Carrier shall be responsible for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this Schedule 7.1.

1.0 DEFINITIONS

"555" is a service in which Providers offer information services for a fee to Callers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Callers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Callers who dial a telephone number with less than seven digits.

"Ancillary Services" include Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

"Caller" is the individual or entity placing a call to an Ancillary Service and who thereby agree to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or "CPP Cellular" is a service where a Caller placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an

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announcement is played to the Caller giving the Caller the option to accept the charges or to end the call without incurring charges.

"Calling Party Pays Paging" or "CPP Paging" is a service where a Caller placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Caller.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

Ameritech will provide Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each Provider's requested rates as specified in **Exhibit A**. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in Exhibit B ("Bill Displays"). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted records. Requesting Carrier shall bill all calls within thirty (30) days of receiving the tape.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing and Collection Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier ("Collection Services"). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;

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- Adjusting Customer bills for Ameritech as set forth in Paragraph 6.0 of this **Schedule 7.1**,
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in Paragraph 5.0 of this **Schedule 7.1**,
- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

Attached as **Exhibit C** is a description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1**.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in Exhibit D.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. This information shall be provided as described in Exhibit E. Requesting's Customers who place calls to a Provider's service will be invoiced monthly for all billable Ancillary calls submitted by Ameritech. The charges for such submitted billable Ancillary Service calls will be shown on the Caller's bill in the format specified in Exhibit B.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under Section 3.0 of this **Schedule 7.1**;

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- b. Amounts declared uncollectible as provided in Section 7.0 of this Schedule 7.1;
- c. Adjustments as provided in Section 6.0 of this Schedule 7.1;
- d. Taxes collected from end user.

Requesting Carrier shall provide Ameritech with monthly reports of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and end user taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in **Exhibit C**. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly report. Late charges on past due amounts shall accrue interest at the rate set forth in Section 11.6 of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within (60) days from the date of the message. The form and procedure of this notice is specified in **Exhibit F**.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account; provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) days from the date of the message. The form and procedure of this notice is specified in **Exhibit F**.

8.0 TAXES

- 8.1 Taxes Imposed on Services Performed by Reseller. Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing Services and Collection Services under this Agreement.

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8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in Exhibit E. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in the Guidelines.

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EXHIBIT A
Daily Usage Information

Ameritech will send daily usage tapes, in EMR standard format, to Reseller containing the following message information for services specified in this agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

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EXHIBIT B
General Guidelines and Bill Displays

General Guidelines:

- (1) Per regulatory guidelines, Provider's itemized call detail need to appear on a separate section or separate page of end user's bill.
- (2) Adjustments must be shown on the end user's bill. Adjustments may be shown as individual line items or as a total adjustment amount.
- (3) The adjustment phrase on the user's bill will read:
976 Information Provider Adj.
Adjustments CPP/C
Adjustments CPP/P
- (4) See Bill Displays on pages 7.1 Ex. B-2 and 7.1, Ex. B-3.

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EXHIBIT B
976 Bill Display

(1)
IMPORTANT INFORMATION

Charges for 976 messages are for non-telecommunication services. You have 60 days of this bill to dispute a billing error. You also have the right to withhold payment of the disputed charges during the billing error review. No collection activity for disputed charges will occur while the charges are under investigation. Your local and long distance service cannot be disconnected for non-payment of 976 charges. After investigation if it is determined that the disputed charges are legitimate, the Information Provider may proceed with outside collections against your account. Failure to pay legitimate 900 charges may result in involuntary blocking of access to 976 services. Voluntary blocking of access to 976 services is available upon request from your local Exchange Provider.

(2) No.	(3) Date	(4) Time	(5) Place Called	(6) Number	(7) Code	(8) Min	(9) Amount
976 Calls - (See "Important Information")							
1	5-27	924A	WEATHER IL	312 976 1212		1	.65
2	6-16	1040P	RACINGXTRA IL	312 976 2222		2	1.70
3	6-16	1042P	RACINGXTRA IL	312 976 2222		1	.85
4	6-16	1055P	SPORTSPHN IL	312 976 1313		1	.85
5	6-16	1056P	RACINGXTRA IL	312 976 2222		1	.85
6	6-16	1056P	SPORTSPHN IL	312 976 1313		1	.85
7	6-16	1057P	WEATHER IL	312 976 1212		1	.85
8	6-16	1105P	RACINGXTRA IL	312 976 2222		1	.85
(10) Total 976 Calls							7.65

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(11)	
976 Information Provider Adj.	0.00

LEGEND:

- | | |
|--|--|
| (1) Important Information = End User's rights for Pay-Per-Call Services. | (7) Code = Not applicable |
| (2) No. = Message Number | (8) MIN. = Length of call in minutes |
| (3) Date = Date of message | (9) Amount = Amount of the Call (rate on daily usage feed) |
| (4) Time = Time of the call | (10) Total 976 Calls = Total Amount due for all 976 calls |
| (5) Place called = Name of 976 Program | (11) Adjustments = Adjustments per line item or total adjustment amount. |
| (6) Number = Telephone Number of 976 Program | |

Page

EXHIBIT B
CPP Cellular and CPP Bill Display

(1) No.	(2) Date	(3) Time	(4) Place Called	(5) Number	(6) Cod e	(7) Min	(8) Amount
CALLS TO PAGING NETWORK, INC.							
1	12-1	1028A	MOBILE USE CH	312 000 0002	AD	1	.25
2	12-1	1029A	MOBILE USE CH	312 000 0002	AD	1	.25
3	12-1	1029A	MOBILE USE CH	312 000 1234	AD	4	1.00
Subtotal				1.50			
CALLS TO FREEDOM PAGE							
9	12-1	1028A	MOBILE USE CH	312 000 0001	AD	1	.25
10	12-1	1029A	MOBILE USE CH	630 000 1234	AD	1	.25
11	12-1	1029A	MOBLE USE CH	312 000 0001	AD	1	.25
12	12-2	1028A	MOBILE USE CH	312 000 0001	AE	1	.25
(9) Subtotal				1.00			
CALLS TO AMERITECH CELLULAR							
15	12-1	1028A	MOBILE USE CH	708 000 2468	AD	1	.20
16	12-1	1028A	MOBILE USE CH	708 000 1357	AD	1	.20
17	12-1	1028A	MOBILE USE CH	312 000 0009	AD	11	2.20
CALLS TO CELLULAR ONE							
25	12-2	1046A	MOBILE USE CH	312 000 6779	AE	1	.40
26	12-3	1047A	MOBILE USE CH	312 000 6779	AE	3	1.20

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		<u>Page</u>
	Subtotal	1.60
(10)		
Total Itemized Calls		6.70
(11)		
Adjustments CPP/P		0.00
Adjustments CPP/C		0.25

LEGEND:

- | | |
|----------------------------------|--|
| (1) No. = Message Number | (7) MIN. = Length of call in units |
| (2) Date = Date of message | (8) Amount = Amount of the Call (rate on daily usage feed) |
| (3) Time = Time of the call | (9) Subtotal = Subtotal Per Provider |
| (4) Place called = MOBILE USE CH | (10) Total Itemized Calls = Total Amount due for all cellular and paging services |
| (5) Number = Called Number | (11) Adjustments = Adjustments per line item or total adjustment amount per service. |
| (6) Code = Code: Time of day | |
| AD = Day | |
| AE = Evening | |
| AN = Night and weekend | |

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EXHIBIT C
Settlement Statement Guidelines

See the 976, CPP/C and CPP/P flow for Resellers
Separate Settlement Statement required by service type, per state. See
Settlement Statement Format on Pages 7 and 8.
Use Pages 9-14 for data exchange guidelines.
Use the following information for sending the electronic details, Settlement
Statement and payments to Ameritech.

Electronic data:

Arrangements will be worked out with each Reseller based on Reseller's
Questionnaire.

Send Settlement Statement to:

AIIS-Billing Operations
804 N. Milwaukee St. - Third Floor
Milwaukee, WI 53202
Tel: (414) 678-3159
Fax: 1-800-858-6960

Bank information:

Ameritech-Resale Account
P.O. Box 689775
Milwaukee, WI 53268-9775

Wire Transfer information:

Bank-One Milwaukee
Account Number: 020904860
Reference Lockbox Number: 689775
ABA Routing Number: 075000019

In addition, fax a transmittal referencing lockbox number and service type to AIIS Billing
Operations at the address listed above.

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**Agreement for the Provision of Billing and
Collection Services for Ancillary Services
Exhibit C
976.CPP/C. and CPP/P Flow For Resellers**

Error! No topic specified.

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EXHIBIT C
Settlement Statement Format

RESELLER NAME
PURCHASE OF ACCOUNTS RECEIVABLES STATEMENT-SERVICE TYPE

CARRIER: Ameritech - IL BILL MONTH: JAN., 1997 PAGE: 1 OF 2 ISSUE DATE: 2/5/97 DUE DATE: 3/5/97		INVOICE NO.: 12345	
1. Total Billed Revenue			
2. Total Billed Taxes	\$1,000.00	\$180.00	
	A. Federal Tax		\$75.00
	Detail by IP		
	IP #1	\$50.00	
	IP #2	\$25.00	
	B. State Taxes		\$40.00
	Detail by IP		
	IP #1	\$30.00	
	IP #2	\$10.00	
	C. Local Taxes		
	Local Tax 1 (Identify Taxing Authority)		
	Detail by IP		
	IP #1	\$10.00	
	IP #2	\$5.00	
	Local Tax 2 (Identify Taxing Authority)		
	IP #1	\$5.00	
	IP #2	\$5.00	
3. Resourced Adjustments/Uncollectibles		\$100.00	\$40.00
	Adjustments		
	Detail by IP		
	IP #1	\$15.00	
	IP #2	\$25.00	\$10.00
	B. Federal Tax		
	Detail by IP		
	IP #1	\$5.00	

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	IP #2	\$5.00	
	C. State Taxes		
	Detail by IP		
	IP #1	\$10.00	
	IP #2	\$15.00	\$25.00
	D. Local Taxes		
	Local Tax 1 (Identify Taxing Authority		
	Detail by IP		
	IP #1	\$10.00	
	IP #2	\$5.00	
	Local Tax 2 (Identify Taxing Authority		
	Detail by IP		
	IP #1	\$5.00	
	IP #2	\$5.00	
4. Adjust IP #1			
5. Late P IP #2 \$1,080.00			
6. Net Due (Line 4+5) \$50.00 \$1,130.00			
7. Billing Service Charge (7D*\$.03) (\$295.35)			
		10,000	
	A. Total Messages	(5)	
	B. Duplicate Messages	(150)	
	C. Unbilled Messages	9,845	
8. Total A	D. Actual Messages Billed	\$834.65	

LEGEND:

(1) Carrier = Ameritech - (State), State = IL, IN, MI, OH, WI

(2) Invoice No. = ?

(3) IP#N = Information Provider Name

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EXHIBIT C
Record Types for Data Exchange

Record Type	CPP	PPP	976
DAILY USAGE TO CLEC	010133	010133	010116
HEADER	202201	202201	202201
TRAILER	202202	202202	202202
BILL REVENUE OR UNBILLABLE USAGE FROM CLEC	010133	010133	010116
HEADER	202203	202203	202203
TRAILER	202204	202204	202204
ADJUSTMENTS/UNCOLLECTIBLE S FROM CLEC	450133	450133	4500116
HEADER	202219	202219	202219
TRAILER	202220	202220	202220
TAX SUMMARY FROM CLEC	RITR01	RITR01	RITR01
HEADER	202203	202203	202203
TRAILER	202204	202204	202204

A copy of all messages received by the Reseller from CAMPS for end-user billing of Ancillary Services should be sent to AIS with the Return Code (pos. 70-71) populated with one of the Bellcore standard values. Some expected values to be used in this case are:

- 00 - no return code; the call was billed to the end-user
- 06 - the end Customer has already been disconnected
- 09 - other; there is no return code to match the reason
- 10 - the Customer does not belong to the CLEC receiving the billing record
- 38 - the Customer has uncollectible final account status
- 39 - duplicate record
- 40-99 represent invalid or unreadable formatting in the records;
refer to Bellcore guide (may use 40 for all if guide is unavailable)

Page

EXHIBIT C
Record Types for Data Exchange

Those messages returned with value 00 are expected to have been used in the calculations of the Total Billed Revenue on the Purchase of Accounts Receivable Statements. Those with values greater than 00 are counted on the statements as Unbilled Messages. All messages for all statements for the for a specific Issue Date may be placed in one file with the header and trailer given above unless the file exceeds 100,000 records.

The Reseller must populate these fields in the 202203 and 202219 headers:

- Record ID
- Date Created
- Invoice Number (2-digit sequence number per dataset name for tracking missing files)
- Local IC Info (pos. 40-46) must contain the Reseller's ID:
 - the ACNA in positions 40-42
 - the CIC in positions 43-45
 - space filler in position 46
- Reserved area at positions 123-127 must contain the last five digits of the Invoice Number of the Purchase of Accounts Receivable Statements
- Host Receipt Date (pos. 129-134) must match the issue Date of the Purchase of Accounts Receivable Statements

The Reseller must populate these fields in the 202204 and 202220 trailers.

- Record ID
- Date Created
- Grand Total Count (pos. 111-117) must contain the number of records or messages in the file not including the header or trailer.

Adjustments and Uncollectible billed charges must be returned in record types 450133 and 450116. These are 175 byte records with an added module containing billing name and address information. The following fields must be populated in these records (here we are employing non-standard use of some of the data fields):

- Record ID
- Date Created
 - From Number
- Customer Code (if applicable)
- To Number
 - Customer Code (if applicable)

Page

- Adjustment Amount (signed decimal field)
- Connect Time (or original call)
- Connect Date (of original call; use Date of Record field)
- Adjustment Reason (extended into from OCN field) as:
 1. Adjustment Reason (pos. 70-71) values
 - A = adjustments
 - U = uncollectible/writeoff
 2. Adjustment Type (pos. 72-74) values:
 - CNC = Call not completed
 - CTO = Cut off
 - DAK = Denies all knowledge (see Reason Code Modified blow)
 - INR = Incorrect rate
 - PTR = Poor transmission
 - RCG = Rebill
 - SIA = Uncollectible final bill
 - TNC = Disputed call duration
 - WNO = Wrong number reached
 3. Adjustment Type Modifier (pos. 75); only used when Adjustment Type is DAK, values
 - A = Refusal to pay
 - D = Denies all knowledge - other
 - E = Duplicate billing
 - F = Fraud
 - L = PIC change not authorized
 - M = Misquoted charges
 - S = Customer unaware of info service charges
 - T = Paid directly to provider
 - U = Misleading advertising, info service
 - V = Never received info or offering, product damaged or poor quality
- Non-published indicator (use pos. 76 of From OCN field)
 - N = Customer's number is not published
 - P = Customer's number is published
- Billing Number
- Billed Date
- Settlement Period (Issue Date of PAR)
- Indicator 14 should have value of '5' to indicator the existence of Mobile 006-A

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- Billing Name and address Module 006-A (starts at position 176) following exhibit C-2
- Ending Module 999-A

Billed and adjusted taxes are to be returned in record types RITR01. (Format TBD)

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Billing Name and Address**Module 006-A**

001	0	Number	Module ID	X
002	0			
003	6			
004	A	Version		
005	1	Module Length		9
006	3			
007	4			
008	Name/Address Indicator			9
009				
010	Billing Name			X
--				
034				
035	Billing Name/Address			X
--				
059				
060	Billing Name/Address			X
--				
084				
085	Billing Name/Address			X
--				
109				
110	Post Office, State Zip Code			X
--				
134				

Field Characteristics

9 - Numeric

X - Alphanumeric

Module Description

A 134-position module consisting of a 2-digit **Name/Address Indicator**, a 25 position **Billing Name** field, two 25-position **Billing Name/Address** fields, a 25-position **Billing Address** and a 25 position **Post Office, State, ZIP Code** field

This module is designed for use whenever a billing name and address must be associated with a record (e.g., billing name and address associated with a post-billing

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adjustment).

The content of this module

21 = Name 1, Post Office 5

23 = Name 1, Name/Address 2, Name/Address 3, Post Office 5

27 = Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

37 = Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

NOTE:

Fields not used will be overlaid with next used field. For example, if Name/Address 2, Name/Address 3, and Address 4 are not used, Post Office 5 will be in the second field (Name/Address 2) and the Name/Address Indicator will be set to 21.

The **Name/Address Indicator** is numeric.

The **Billing, Name, Billing Name/Address, Billing Address** and **Post Office, State, Zip Code** fields are to be alphanumeric, left justified, with trailing blanks.

End of Modules

Module 999-A

001	9	Number	Module ID	X
002	9			
003	9			
004	A	Version		

Field Characteristics

9 - Numeric

X - Alphanumeric

Module Description

A 4-position module indicating that there are no more modules appended to this record.

This module must be placed at the end of a record which contains at lease one module.

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EXHIBIT D
Reseller Compensation

Rate per billed message:

\$0.03

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Sch. 7.1, Ex. D-Sch. 10.16.2-165

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EXHIBIT E
Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Reseller within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Reseller _____

Contact Name _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Reseller 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

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EXHIBIT F
General Information

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach program from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Adjustments - a dollar amount, either partial or full, that is credited to a Customers account. The primary reason for adjustments are typically Customers denying the call was made from their phone.
- Uncollectible - the amount of a callers phone bill that has undeniable charges that have never been paid by the caller. Undeniable charges are determined by the state regulatory commissions and are typically Pay-Per-Call services. When a caller's service is being terminated for non-payment, the Pay-Per-Call charges are written off as uncollectible and passed back to the Information Provider. The remainder of the bill is what must be paid by the caller to reinstate their service.
- Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a caller can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.

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- Call Blocking does to block long distance charges.
- Reseller reserve the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's service.
- The first time an end user specifically disputes Pay-Per-Call charges, end user must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on end user's bill. Inform end user that the Information Provider may pursue collection of charges directly with end user.
- After the end user specifically disputes charges, inform end user that mandatory blocking will be established on end user's line and disputed amount is adjusted accordingly on end user's bill. Inform end user that the Information Providers may pursue collection of charges directly with end user.
- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after second request.
- On the database, call adjustments granted as the result of poor transmission, call not completed or calls completed due to company failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges.

Tandem Switching Ameritech

Entrance Facility Ameritech

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SCHEDULE 9.2.1**LOCAL LOOPS**

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from Local Switching and Interoffice Transmission Facilities.

"2-Wire Analog Voice Grade Loop" or "Analog 2W," which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

"4-Wire Analog Voice Grade Loop" or "Analog 4W," which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

"2-Wire ISDN 160 Kbps Digital Loop" or "BRI-ISDN" which supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over

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Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM-TR-TMO-000123 specifications.

"4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

"4-Wire 64 Kbps Digital Loop" or "4-Wire 64 Digital" is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

"4-Wire 1.544 Mbps Digital Loop" or "1.544 Mbps Digital" is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

Page**SCHEDULE 9.2.2****UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES**

Ameritech's Network Interface Device ("NID") is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

Ameritech will permit Requesting Carrier to connect Requesting Carrier's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. Requesting Carrier must establish the connection to Ameritech's NID through an adjoining NID which serves as the network interface or demarcation for Requesting Carrier's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

Page**SCHEDULE 9.2.3****SWITCHING CAPABILITY**

1.0 Local Switching. The local switching capability of a Network Element ("Unbundled Local Switching") is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
 - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
 - (b) access to operator services, directory assistance and 9-1-1;
 - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex; and
 - (d) The customized routing functions that are required under this Agreement that are available from the switch.

Unbundled Local Switching may be subscribed to on a per port basis with the requirement of a minimum of one Unbundled Local Switching ("ULS") trunk port. Each Centrex port must be associated with a Centrex Common Block.

When ULS is provided by an Ameritech Switch, Requesting Carrier will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16.**

2.0 Tandem Switching.

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2.1 The Tandem Switching Capability Network Element is defined as:

- (1) an unbundled Network Element in Ameritech's Class 4 non-TOPS digital Tandem Switches, which includes DS1-level Interconnection with the Tandem Switch trunk ports at the Digital Signal Cross-Connect (DSX) frame.
- (2) the basic switching function of creating a temporary transmission path that connects Requesting Carrier's trunks to the trunks of Ameritech, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGD, IMT, Access Toll Connecting Trunks and OS/DA. Signaling support includes MF and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 The unbundled Tandem Switching Network Element will provide to Requesting Carrier all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

- (1) Routing of calls from an inbound trunk to an outbound trunk based on destination digits.
- (2) Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.
- (3) Routing of calls based on queries to Ameritech's databases (e.g., 800, AIN and LRN).

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by Requesting Carrier to pay the applicable recurring and nonrecurring costs of developing, installing, providing and

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maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

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SCHEDULE 9.2.4**INTEROFFICE TRANSMISSION FACILITIES**

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.4**.

1. Subject to **Section 1.4** below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated Interoffice Transmission Facilities ("**Dedicated Transport**") are dedicated facilities connecting two Ameritech Central Offices that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases access from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. "**Unbundled dedicated entrance facility**" is a dedicated facility connecting (i) Ameritech's transmission equipment in an Ameritech Central Office with Requesting Carrier's transmission equipment in Requesting Carrier's Central Office and (ii) Ameritech's transmission equipment in an Ameritech Central Office with Requesting Carrier's transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities ("**Shared Transport**") provide Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one customer or carrier.

1.4. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier's Central Offices or (y) any other third party's Central Offices, only where such interoffice facilities exist at the

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time of Requesting Carrier's request.

SCHEDULE 9.2.5

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1. Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

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1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Requesting Carrier local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Requesting Carrier local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2;
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and
- 1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the signaling connection control part ("SCCP") necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and

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1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and

1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

1.2. Signaling Link Transport.

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between Requesting Carrier-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

a) As an "A-link" which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

b) As a "D-link" which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

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1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- a) An A-link layer shall consist of two (2) links.
- b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

- a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Requesting Carrier-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.1. Toll Free Database Services.

2.1.1. Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of

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the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

2.1.2. Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

2.1.3. Carrier Identification. Requesting Carrier may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 2.1.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use.

2.1.4. Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service.

2.2. LIDB Database Service.

2.2.1. The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternately billed

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services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

2.2.2. Billing information records include the Customer name, phone number security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response.

2.3. CNDS Database Service.

2.3.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.2 A Customer who subscribes to Caller ID with Name will see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

2.3.3 Ameritech shall charge Requesting Carrier for the CNDS Database Service in a similar manner to that which Ameritech charges Requesting Carrier for the LIDB Database Service, including a per query charge.

2.4 Local Number Portability.

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 (the "**Number Portability Order**"). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to Requesting Carrier. However, in adopting its Number Portability Order, the FCC

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referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot *finalize product descriptions and rates for access to its LNP database.*

Nonetheless, Ameritech is willing to begin discussions with Requesting Carrier to discuss Requesting Carrier's access to Ameritech's LNP databases in lieu of constructing Requesting Carrier's own.

2.5. Unbundled AIN Application Process.

2.5.1. The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable Requesting Carrier (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that Requesting Carrier creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE capabilities via two (2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if Requesting Carrier purchases Unbundled Switching from Ameritech, the AIN Service Switching Point (SSP). Requesting Carrier shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the Requesting Carrier SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

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2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the Requesting Carrier and the end-user. In general, AIN operations require close cooperation between Ameritech and the Requesting Carrier.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

3.1. AIN Service Creation Environment Access Service. Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to create new AIN services on Ameritech's network. If Requesting Carrier has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish Requesting Carrier with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering. When this service is ordered by Requesting Carrier, Requesting Carrier shall be responsible for the steps described in subsections 3.1.1 to 3.1.4, if applicable, and Ameritech shall, subject to Requesting Carrier's agreement to pay applicable charges specified in this Agreement, be responsible for the steps described in subsections 3.1.5 to 3.1.10:

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected service management screens and reports, and CPE requirements. The AIN service creation functions made available to Requesting Carrier must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

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3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of Requesting Carrier SMS interface access including screens, flow-through interface and reports. This is required to allow Requesting Carrier to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to Requesting Carrier on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at Requesting Carrier's SSP location.

3.2. AIN Service Management System Access Service.

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from Requesting Carrier's AIN-compatible SSP. Upon request of Requesting Carrier, Ameritech shall provide Requesting Carrier the unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

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3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data that is appropriate to the customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs. The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. Requesting Carrier will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and Requesting Carrier.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for Requesting Carrier to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network. Requesting Carrier will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data

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representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other Requesting Carrier specific or service specific data changes will be identified and administered by Requesting Carrier.

Page**SCHEDULE 9.2.6****OPERATIONS SUPPORT SYSTEMS FUNCTIONS**

1.0 Pre-Ordering, Ordering and Provisioning. Ameritech will use the Provisioning EI for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning Network Elements ordered by Requesting Carrier.

2.0 Maintenance and Repair. Ameritech will use the Maintenance EI described in Section 10.13.3(a) for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).

3.0 Billing. Ameritech will provide appropriate usage data to Requesting Carrier to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

Page**SCHEDULE 9.2.7****OPERATOR SERVICES AND DIRECTORY SERVICES**

1.0 Operator Services. Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

- (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
- (2) handling emergency calls;
- (3) handling credits and coin telephone local refund requests;

and

- (4) handling person-to-person calls.

(e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

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(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service ("**ACCS**") - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

(b) Automated Alternate Billing Service ("**AABS**") -

(1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

(2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

1.3 Line Information Database ("**LIDB**") Validation - mechanized queries to a LIDB for billing validation.

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via Requesting Carrier's Bona Fide Request.

2.0 Directory Assistance. Directory Assistance ("**DA**") service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by Requesting Carrier to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

2.2 Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit ("**ARU**") the option of having an intraLATA call completed by pressing a specific digit on a touch

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tone telephone. Information Call Completion is only available to Requesting Carrier if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via Requesting Carrier's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Requesting Carrier's Telephone Exchange Service DA listing in the area placed into Ameritech's DA database, or to enable Requesting Carrier to read DA listing in the database so that Requesting Carrier can provide its own DA service.

3.0 Rate Application. Ameritech shall bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System ("OSCAS"). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill Requesting Carrier for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by Requesting Carrier for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill Requesting Carrier for those calls using

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actual data.

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Page**SCHEDULE 9.5****PROVISIONING OF NETWORK ELEMENTS****1.0 General Provisioning Requirements.**

- 1.1 Requesting Carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact ("**SPOC**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Ordering Center**") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm

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Order Confirmation (FOC) to Requesting Carrier as specified in this **Schedule 9.5.**

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Service Center**") for all provisioning, maintenance, repair, and cutover coordination. A telephone number will be provided from 06:30 a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a "**Fold Down Center.**"

- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Requesting Carrier's ordered Network Elements features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (the "**Committed Due Date**"), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 Ameritech will perform pre-testing of Network Elements in accordance with Ameritech's standards. At Requesting Carrier's request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.

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- 1.9 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.10 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for a Network Element. Ameritech shall indicate its new Committed Due Date as soon as such date is available.
- 1.11 Ameritech shall provide to Requesting Carrier upon request:
- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
 - (b) a listing by street address detail, of the service coverage area of each switch CLLI;
 - (c) when available, all engineering design and layout information for each Network Element; provided that Requesting Carrier shall pay Ameritech for the costs incurred by Ameritech to provide Requesting Carrier with copies of such information;
 - (d) a listing of all technically available functionalities for each Network Element; and
 - (e) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.12 Promptly after the Effective Date, at Requesting Carrier's request Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
- (a) Street address verification;
 - (b) Switch identification by service address; and
 - (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to

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Requesting Carrier as changes are made to such information.

- 1.13 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops either via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Central Office where that element exists and each Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Central Offices. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions. Requesting Carrier shall compensate Ameritech for the costs incurred to provide such distance extensions.

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Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Belcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "Service Order") using the electronic interface described on Schedule 9.2.6. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Committed Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in Section 9.10 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on Schedule 9.10 or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Committed Due Date, a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be