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December 26, 1996

Hand Delivery

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Enclosed for filing in the above-captioned case are an original and 15 copies of the complete Interconnection Agreement between Ameritech Michigan and AT&T Communications of Michigan, Inc. This is intended as a joint filing of the parties. This Agreement includes the parties' agreed-upon language concerning indemnification, limitation of liability, and performance standards, as required pursuant to the Commission's direction in its November 26, 1996 Order. The pricing schedule has also been revised to reflect the agreement of the parties on interim rates and to conform with subsequent Commission orders.

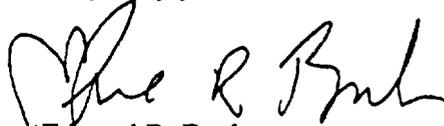
The Commission should also be aware that the parties have reached agreement on those issues previously identified as disputed in Ameritech Michigan's letter to the Commission of December 6, 1996.

For ease of review, the following provisions have been revised to reflect the parties' agreement: Sections 6.5.2; 9.10.2; 12.7; 12.18; 13.2; 16.25; 18.6 and 28.3; Articles XXV and XXVI; Schedules 9.10 and 10.9.6; and the Pricing Schedule.

Ms. Dorothy Wideman
December 26, 1996
Page 2

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



Edward R. Becker

ERB:jrb
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl)
Larry Salustro, Esq. (w/ encl)

12/26/96

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

Dated as of December __, 1996

by and between

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

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the ____ day of December, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (Ameritech Michigan referred to herein as "Ameritech") and AT&T Communications of Michigan, Inc., an Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

RECITALS

- A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Michigan.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Michigan.
- C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Michigan and is a Local Exchange Carrier as defined by the Act.
- D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.
- E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Structure.

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

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

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

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

1.5 Regional Matters.

- (a) AT&T Corp. has a regional administrative structure in which its central region ("Region") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Michigan and its Affiliates conduct business operations and in which Ameritech Michigan and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Michigan and AT&T Communications of Michigan, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

**ARTICLE II
GENERAL SERVICE RELATED PROVISIONS**

2.1 Interconnection Activation Date.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide AT&T access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center set forth on **Schedule 2.1**. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.4**. **Schedule 2.1** may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request.

Any request by AT&T for certain services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2**.

2.3 Technical References.

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

2.4 Use of Services.

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

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

3.1 Scope.

Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA identified on **Schedule 2.1**, AT&T and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and AT&T Wire Centers on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than AT&T provides to other similarly situated Telecommunications Carriers.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in **Exhibit A**, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 8.1**).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.3 AT&T shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the AT&T Interconnection Wire Center ("ATIWC") identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable AT&T to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. AT&T shall deliver and maintain such strands wholly at its own expense. Upon verbal request by AT&T to Ameritech, Ameritech will allow AT&T access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

3.3.5 AT&T shall designate a manhole or other suitable entry-way immediately outside the ATIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the ATIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to AT&T, AT&T will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after AT&T's receipt of such request.

3.3.6 AT&T shall pull the fiber optic strands from the AT&T-designated manhole/entry-way into the ATIWC and through appropriate internal conduits AT&T utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment AT&T has installed in the ATIWC.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes

for fiber optic facilities and shall connect the AT&T strands to the OLTM equipment Ameritech has installed in the AIWC.

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

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

3.4 Interconnection in Additional LATAs.

3.4.1 If AT&T determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, AT&T shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Wire Centers AT&T has designated in the new LATA; (ii) AT&T's requested Interconnection Activation Date; and (iii) a non-binding forecast of AT&T's trunking requirements.

3.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

3.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days. Within ten (10) Business Days of Ameritech's receipt of AT&T's notice specified in Section 3.4.1, Ameritech and AT&T shall confirm the AIWCs, the ATIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

3.5 **Additional Interconnection in Existing LATAs.** If AT&T deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, AT&T shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AT&T Central

Offices, Ameritech shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If AT&T requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.7 Network Management.

3.7.1 AT&T and Ameritech shall work cooperatively to install and maintain a reliable network. AT&T and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 AT&T and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 Standards of Performance.

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

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

Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by AT&T and provided by Ameritech pursuant to Section 3.6 and a Bona Fide Request.

3.8.3 The Providing Party shall provide to the Other Party for each calendar month (a "Reporting Period"), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach". Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPND).

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

3.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.

3.8.7 The Parties' agreement to the procedures set forth in this Section 3.8 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to AT&T as described in this Section 3.9 in each Rate Center in which (i) AT&T is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

3.9.2 Service and Facilities Provided.

- (a) Ameritech will provide AT&T with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide AT&T with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route AT&T's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If AT&T forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, Ameritech will display a Central Office identification code for display at the PSAP.
- (b) AT&T will provide the necessary trunking to route originating 9-1-1 traffic from AT&T's End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 2 of Schedule 3.9. AT&T may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- (c) Ameritech will provide to AT&T, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by AT&T. The address and routing file will be

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provided by exchange rate center or community upon request. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to AT&T in a paper format any updates to the address and routing file.

- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of AT&T Customer information. Access coordination will include:
- (1) Ameritech provided format requirements and a delivery address for AT&T to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(h)**;
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each access line;
 - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by AT&T is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing AT&T with reference data required to ensure that AT&T's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- (e) AT&T shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the "9-1-1 Control Office Software Enhancement Connection Charge"). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, AT&T may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.
- (f) In the event of an Ameritech or AT&T 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the

occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

- (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
- (h) AT&T or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. AT&T is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. AT&T shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by AT&T or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (i) AT&T will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. AT&T will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

3.9.3 Compensation.

In addition to the amounts specified in Section 3.9.2, AT&T shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

3.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

- (a) Ameritech is not liable for the accuracy and content of CNA data that AT&T delivers to Ameritech. AT&T is responsible for maintaining the accuracy and content of that data as delivered.
- (b) Notwithstanding anything to the contrary contained herein, Ameritech's liability to AT&T and any third person shall be limited to the maximum extent permitted by Mich. Comp. Laws Section 484.1604.

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

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

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

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

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

4.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. Pursuant to Article V, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.3.5 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to Section 19.12 of this Agreement.