

DOCKET FILE COPY ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)

Application of Ameritech)
Michigan Pursuant to Section)
271 of the Telecommunications)
Act of 1996 to Provide In-)
Region, InterLATA Services in)
Michigan)

CC Docket No. 97-1

Volume 1.5:
Interconnection Agreement between
USN Communications
and
Ameritech Michigan

**AGREEMENT BETWEEN
AMERITECH INFORMATION INDUSTRY SERVICES
AND U.S. NETWORK CORPORATION
FOR RESALE SERVICES**

This Agreement is entered into as of April 26, 1996 ("Effective Date") between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan, with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654 ("Ameritech") and U. S. Network Corporation, a Delaware corporation, with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606, on behalf of USN Communications, Inc. ("Customer").

WHEREAS, Customer has signed a Confirmation of Service Order to order Resale Services pursuant to M.P.S.C. No. 20R, Part 22; and

WHEREAS, Customer would like to purchase certain non-tariffed services related to the Resale Services in the Tariff;

NOW THEREFORE, in consideration of the covenants and undertakings herein, Ameritech agrees to furnish and Customer agrees to subscribe to and pay for the Resale Services described below:

1.0 SERVICE TO BE PROVIDED

Ameritech will provide the Resale Services described in Attachment 1 at the Customer's Network Point of Presence in Michigan for lines provided pursuant to the Confirmation of Service Order. The parties hereby agree that the tariffed terms and conditions which apply to Resale Local Exchange Services, M.P.S.C. No. 20R, Part 2 and M.P.S.C. No. 20R, Part 22 and the Confirmation of Service Order shall also apply as a matter of contract to the provisions of Resale Services hereunder and are incorporated by reference in this Agreement.

2.0 RATES

Ameritech agrees to provide the Resale Services at the rates shown on Attachment 1.

3.0 SERVICE CHARGES

Service Charges, if any, as described in M.P.S.C. No. 20R, Part 3, Section 1 are not included in the rates specified in Attachment 1.

4.0 RATE STABILITY AND TERM

The rates specified in Attachment 1 shall not be subject to increases for a period of ten (10) years from the date the Resale Services are provided pursuant to this Agreement ("Term").

5.0 TERMS OF PAYMENTS

Customer shall be liable for the Monthly Rate and Non-Recurring Charge as specified in Attachment 1 for each month the Resale Services are provided to Customer during the Term of this Agreement. All payments shall be made in accordance with Ameritech's standard billing procedures.

6.0 EXCUSED PERFORMANCE

Ameritech shall not be liable in any way for any delay or any failure of performance of the Resale Services provided hereunder or for any loss or damage due to any of the following:

- (a) Any causes beyond Ameritech's reasonable control, including but not limited to, fires, floods, epidemics, quarantine, restrictions, unusually severe weather strikes, embargoes, manufacturer's delays, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental requirements and priorities, acts of nature, acts of public enemies, or acts or omissions of carriers; provided, Ameritech has exercised reasonable measures, if feasible, to mitigate such delay; or
- (b) Any wrongful or negligent act or omission of the Customer or its employees and agents.

7.0 BREACH

If either party fails to perform any substantial and material term of this Agreement, the aggrieved party shall be entitled to serve written notice of its intent to terminate (which notice shall include a reasonably detailed statement of the nature of such breach), upon the breaching party. If such material breach continues unremedied for forty-five (45) days after actual receipt by the breaching party of such written notice, the aggrieved party may, by written notice, either terminate an appropriate portion of its obligation under this Agreement, or terminate the entire Agreement, if such breach substantially and materially affects the aggrieved party's

rights under this Agreement. Except as expressly provided in this Agreement, in the event of a breach of this Agreement by either Ameritech or Customer, the other party will be entitled to pursue any and all remedies available to it at law or in equity including court costs and reasonable attorneys' fees.

8.0 INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its employees, agents, subcontractors and affiliates against all injury, loss, damage or expense (including court costs and reasonable attorneys' fees) which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting in whole or substantial part from the performance of this Agreement; provided, however, that the indemnitor's obligation shall only extend to any inquiry, loss, damage or expense caused by a willful or negligent act or omission of the indemnitor or its authorized employees, agents, subcontractors or affiliates.

Ameritech shall be indemnified and saved harmless (including court costs and reasonable attorneys' fees) by Customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with facilities furnished by Ameritech, apparatus and system of Customer; and against all other claims arising out of any act or omission of Customer in connection with the facilities provided by Ameritech.

9.0 TAXES

Upon execution of this Agreement, Customer shall provide Ameritech with a copy of Customer's Certificate of Exemption in accordance with 26 USCS 4251 (1986) and Act No. 94 of the Public Act of Michigan 1937, as amended. In the event Customer does not provide its Certificate of Exemption, Customer shall remit to Ameritech all applicable federal and state taxes for remittance to the appropriate taxing authority.

10.0 LIMITATION OF LIABILITY

EXCEPT FOR OBLIGATIONS UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT, AMERITECH SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND BUSINESS OPPORTUNITIES, REGARDLESS OF THE CAUSE OF

ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDERTAKEN UNDER THIS AGREEMENT.

AMERITECH'S LIABILITY TO CUSTOMER FOR ANY LOSS, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, RELATING TO OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION IN ITS PERFORMANCE OF THIS AGREEMENT (EXCEPT AN ACT OR OMISSION INVOLVING WANTON OR WILLFUL MISCONDUCT) SHALL BE LIMITED TO THE TOTAL MONTHLY CHARGES PAID BY CUSTOMER TO AMERITECH FOR SIX MONTHS.

It is understood and agreed that Ameritech is not an insurer and that the rates for Resale Service provided hereunder are based solely on their value and on the scope of liabilities set forth in this Agreement and that said rates are unrelated to the potential for indirect, incidental, consequential or other damages. Ameritech and Customer agree that this allocation of risk and liability is fair and reasonable.

11.0 SUCCESSORS AND ASSIGNS

Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent. Any assignment made without the consent of the other party shall be void.

Notwithstanding the foregoing, Ameritech may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee, the assignor shall be discharged of any liability under this Agreement.

Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

12.0 MODIFICATION

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

13.0 ENFORCEABILITY

If any of the provisions of this Agreement, or any portion of any provision, are held to be illegal or invalid, Customer and Ameritech shall negotiate an adjustment consistent with the purposes of this Agreement. Subject to the foregoing, the illegality or invalidity of any provision of this Agreement will not affect the legality or enforceability of the remaining provisions, and this Agreement shall then be construed as if such enforceable or unlawful provision, or portion of a provision, had not been contained therein.

14.0 TARIFF REFERENCES

Each reference to a tariff provision in this Agreement shall be deemed to mean or include any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision.

15.0 GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

16.0 ENTIRE AGREEMENT

This is the entire and exclusive agreement between the parties with respect to the Resale Service hereunder and supersedes all prior agreements, proposals or understandings, whether written or oral, except to the extent the same may be specifically incorporated herein by reference.

17.0 SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

18.0 WAIVER

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

19.0 DISCLOSURE

Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

20.0 PUBLICITY

Except as otherwise provided in this Agreement, Customer shall not use any of the trademarks, trade names, service marks or other proprietary marks of Ameritech or its corporate affiliates in any advertising, press releases, publicity matters or other promotional materials without Ameritech's prior written permission. Ameritech and Customer shall jointly develop a press release publicizing their relationship under this Agreement, subject to both (1) the parties' prior non-disclosure agreement, and (2) mutually agreed upon language and media.

20.1 NOTICES

All communications required or permitted under this Agreement shall be deemed given when delivered or deposited in the U.S. mail, by certified or registered, postage prepaid and addressed as follows:

If intended for Customer:

**U.S. Network Corporation
10 South Riverside Plaza
Suite 401
Chicago, Illinois 60606
Attn: Thomas C. Brandenburg**

If intended for Ameritech:

**Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, Illinois 60654
Attn: Vice President-Sales and Service**

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, Illinois 60654
Attn: Vice President and General Counsel

Executed this 26th day of April, 1996.

U.S. Network Corporation, on
behalf of USN Communications,
Inc.

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc., on behalf of
Ameritech Michigan

By: John Thomas Elliott

By: Neil E. Cox

Name: John Thomas Elliott

Name: Neil E. Cox

Title: President

Title: President

Date: 4-26-96

Date: 4/29/96



**Attachment 1
to the Agreement Between
Ameritech Information Industry Services
And U. S. Communications Corporation
for Resale Services**

	<u>Monthly Residence</u>
1. LINE CONNECTION AND OTHER SERVICE CHARGES	
Line Connection Charge	\$38.09
Miscellaneous Service Charge	\$ 7.10
Line Rearrangement Charge (each line)	
Touch-Tone	\$ 4.57
Change in Number	\$18.37
C.O. Services	\$ 5.00
2. OPERATOR SURCHARGES	
Person-to-Person	\$3.78
Billed to a Third Number	\$1.848
Collect Calls	\$1.7640
Calling Card Calls	
- Non-Local	
Assisted Calling Card Services	\$1.5792
Customer Dialed Calling Card	\$0.5460
- Local	
Assisted Calling Card Services	\$1.5792
Customer Dialed Calling Card	\$0.5460
Sent Paid/Operator Assisted	
Other Telephones	\$1.7640
Busy Line Verify, Each Occasion	\$1.68
Busy Line Interrupt, Each Occasion	\$4.20
3. CUSTOM CALLING FEATURES	
Call Waiting	\$2.56
Call Forwarding - Variable	\$2.56
Threeway Calling	\$2.56
Speed Call 8	\$2.56
Speed Call 30	\$2.56
Distinctive Ringing	\$2.56

3. CUSTOM CALLING FEATURES (Cont'd)

Call Screening	\$2.56
Caller ID	\$4.81
Caller ID With Name (plus charge for CallerID)	\$1.48

4. PAY PER USE

	<u>Per Use</u> <u>Residence</u>
Automatic Callback, per use	\$0.56
Repeat Dialing, per use	\$0.56

5. OPTIONAL LINE FEATURE

	<u>Monthly</u> <u>Residence</u>
Multi Ring Service	
1st Line	\$2.56
2nd Line	\$1.48

6. COMPLIMENTARY CENTRAL OFFICE SERVICES

Busy Line Transfer	\$0.75
Alternate Answering	\$0.75
Customer Control Option	
Busy Line Transfer	\$0.74
Alternate Answering	\$0.74
Message Waiting Tone	\$0.19
Easy Call	\$1.11

7. OTHER SERVICES

Directory Services	
Extra Listings	\$1.22
Private	\$1.11
Semi-Private (Each Listing)	\$0.74
Directory Assistance	\$0.267
Information Call Completion Service	\$0.267

7. OTHER SERVICES (CONT'D)

	<u>USOC</u>	<u>Non-Recurring Charge</u>	<u>Residence Monthly Rate</u>
Amentech ISDN Direct			
ISDN Direct line			
National	P2L	\$75.00	\$10.92
National ISDN CO Termination	P2B	--	--
Circuit Switched Voice "B" Channel, Each	LTF1D	\$15.00	\$ 2.96
Additional Call Offering	NCO	\$ 5.00	\$ 1.85
Intercom Calling	NZV	\$ 5.00	\$ 1.85
Message Waiting Indicator	MLN	\$ 5.00	\$ 1.85
Station Controlled Conference-6 Port	EQ6	\$15.00	\$10.36
Packet Switched Data "B" Channel	LTQ3X	\$100.00	\$62.90
On-Demand Packet Switched Data "B" Channel L	LTH7X	\$50.00	\$14.80
Packet Switched Data Service "D" Channel	LTQ4X	\$15.00	\$ 4.81
ISDN Additional Call Appearances	ACSPB	\$ 5.00	\$ 1.48
ISDN Secondary Numbers	DO6	\$ 5.00	\$ 1.48

8. INTERZONE MESSAGE CHARGES

<u>Rate Miles</u>	<u>Residence Minute of Use</u>
1-20	\$0.0615

9. MESSAGE TELECOMMUNICATIONS SERVICES

Message Toll Service:

<u>Rate Step</u>	<u>Rate Miles</u>	<u>Residence Minute of Use</u>
1	1 - 10	\$0.0464
2	11 - 15	\$0.0678
3	16 - 20	\$0.0835
4	21 - 25	\$0.0978
5	26 - 30	\$0.1092
6	31 - 50	\$0.1256
7	51 - 100	\$0.0947
8	Over 100	\$0.1313

**Ameritech Resale Local Exchange Service
Confirmation of Service Order**

This Confirmation of Service Order ("Agreement") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation, on behalf of Ameritech Michigan, with offices at 350 North Orleans Street, Third Floor, Chicago, Illinois 60654 ("Ameritech") and U.S. Network Corporation, a Delaware corporation, with offices at 10 South Riverside Plaza, Suite 401, Chicago, Illinois 60606, on behalf of USN Communications, Inc. ("Carrier").

WHEREAS, Ameritech offers Resale Local Exchange Services in Michigan at the rates and conditions set forth in Michigan Bell Tariff M.P.S.C. No. 20R, Part 22 (the "Service"); and

WHEREAS, Carrier desires to purchase Ameritech Resale Local Exchange Services in Michigan under the rates, terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier agree as follows:

1.0 SERVICES ORDERED

Carrier hereby orders Ameritech Resale Local Exchange Service in Michigan under Michigan Bell Tariff M.P.S.C. No. 20R, Part 22, which Ameritech has filed with the Michigan Public Service Commission and which is incorporated by reference into this Agreement. Carrier orders the services described in Section 3.0 under Ameritech's Resale Local Exchange Service for a term of ten (10) years (the "Service Term") and commits to a minimum annual volume of 10,000 residence access lines per month ("Volume Commitment"). The residence access lines are described in Section 3.0.

2.0 SERVICE ORDERING CHARGES

As set forth in M.P.S.C. No. 20R, Part 3, Section 1, these Service Ordering Charges are in addition to any other scheduled rates and charges normally applying under tariff. They apply in addition to, and not in lieu of, Channel Charges, Initial Non-Recurring Charges or Construction Charges made because of unusual cost in establishing service.

3.0 SERVICES ORDERED

3.1 Network Access Line Rates (Monthly)

Rate Groups: A B C D E F G

Residence Services: (includes TOUCH-TONE service)

1 Party Flat	\$ 8.41	\$ 8.89	\$ 9.38	\$ 9.79	\$10.35	\$10.83	\$11.31
2 Party Flat	\$ 6.60	\$ 6.98	\$ 7.34	\$ 7.73	\$ 8.11	\$ 8.50	\$ 8.87
1 Party Measured	\$ 7.57	\$ 7.57	\$ 7.57	\$ 7.57	\$ 7.57	\$ 7.57	\$ 7.57
2 Party Measured	\$ 4.19	\$ 4.19	\$ 4.19	\$ 4.19	\$ 4.19	\$ 4.19	\$ 4.19
PBX Trunk Flat	\$14.17	\$14.99	\$15.82	\$16.63	\$17.45	\$18.27	\$19.09

3.2 Local Usage Service

Residence \$0.0552

3.3 Telecommunications Features

	<u>Monthly Residence</u>
976 Prefix Blocking Service	No Charge
Touch-Tone Residence service lines (except P.B.X. trunks) per line)	\$2.31

4.0 FAILURE TO MEET VOLUME COMMITMENT

4.1 For each twelve (12) month period following the Ramp Up Period (as defined in Section 6.0), Carrier's actual usage shall be determined by measuring the number of actual residence access lines in service at the end of each such twelve (12) month period ("Actual Usage").

4.2 For each twelve (12) month period following the end of the Ramp Up Period, Carrier shall pay Ameritech if it fails to meet the Volume Commitment. Carrier's underutilization liability for such failure to meet the Volume Commitment shall be calculated as follows:

X x Y, where:

X = an average of Carrier's residence line rates which, for purposes of this Section, shall be \$9.78 ("Average Residence Line Rate Blend");

Y = 10,000 less the Actual Usage.

If the final period at the end of the Service Term is less than twelve (12) months, the underutilization liability shall be calculated on a pro rata basis.

5.0 EFFECTIVE DATE

Service shall commence thirty (30) days after the tariff attached as Exhibit A becomes effective, or the date on which carrier obtains certification as a local exchange carrier in the state of Michigan, whichever is later ("Service Start Date").

6.0 TERM AND TERMINATION

- 6.1 The Service Term is ten (10) years, beginning on the Service Start Date. The "Ramp Up Period" shall begin ninety (90) days following the Service Start Date and shall end on December 31, 1997.
- 6.2 If Carrier cancels this order before the Service Start Date, Carrier shall reimburse Ameritech for costs incurred by Ameritech on behalf of Carrier up until the time of cancellation.
- 6.3 If, after the Service Start Date, Carrier terminates this Agreement prior to the end of the term specified in Section 7.1, for any reason other than for cause, Carrier shall pay Ameritech for the unmet portion of the Volume Commitment at the month to month rates for the time remaining in the term. This termination liability shall be calculated according to the formula set forth below, and shall then be adjusted to the net present worth using the Ameritech cost of money as set forth in M.P.S.C. No. 20R, Part 2, Section 2:

X x Y x Z, where:

X = Average Residence Line Rate;

Y = the Volume Commitment; and

Z = the number of years or fractional years remaining in the Service Term after the Ramp Up Period.

- 6.4 Either party may terminate services under the tariff immediately following written notice and opportunity to cure as set forth hereunder in the event the other party is in default as to any of its material obligations hereunder provided that (a) the defaulting party receives notice of termination containing a reasonably complete description of the default and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.

7.0 CONDITIONS PRECEDENT

Neither party shall be required to perform its respective obligations under this Agreement unless and until Carrier obtains certification as a local exchange Carrier in the state of Michigan under Section 357 of the MTA 1991 PA 179 as amended by 1995 PA 216.

8.0 NEW SERVICES

If Ameritech introduces any new services to its Resale Local Exchange Service during the period of Carrier's Service Term, and if those services have a volume or term discount, those services shall be made available to Carrier at the rate which corresponds to Carrier's volume and term commitment.

9.0 PROMOTIONAL MATERIALS

Ameritech shall provide Carrier with information related to the use of the services suitable for Carrier's use in its marketing and promotional material. Ameritech shall also make available to Carrier's personnel, at then prevailing prices, training related to the use and operation of the services.

10.0 CREDIT ALLOWANCES FOR SERVICE INTERRUPTIONS

Carrier shall be entitled to credit allowances for service interruptions in accordance with M.P.S.C. No. 20R, Part 2, Section 2.

11.0 CHANGED CIRCUMSTANCES

- 11.1 Upon reasonable notice provided by either party, Ameritech and Carrier shall meet to review any unforeseen material changes in the competitive circumstances in the industry, including the

competitiveness of the rates herein, and shall negotiate concerning any changes that may be necessary to the rates for any services in this Agreement. In the event that any component of Ameritech's averaged discounted retail rates for the services contained in this Agreement as computed in Exhibit 1, are reduced below the rates in Ameritech's Resale Local Exchange Service Tariff (attached as Exhibit 2) during the term of this Agreement, then at Carrier's option, either (1) Ameritech and Carrier shall re-evaluate and revise the rates as applicable for services in this Agreement or (2) Carrier shall be exempt from any underutilization liability contained in Paragraphs 4.2. Any changes agreed upon shall not become effective until any applicable regulatory filing requirements are met.

- 11.2 In the event Carrier converts to a new Ameritech service that utilizes a change in technology to provide the same service to Carrier with fewer residence access lines, and as a result of this conversion Carrier fails to achieve the Volume Commitment for that twelve month period, Carrier's Volume Commitment for that twelve month period and for each twelve month period remaining in the Service Term shall be reduced by an amount equal to the estimated amount of reduced access lines associated with the service conversation each year.

12.0 IMPLEMENTATION

- 12.1 Following execution of this Agreement, Ameritech and Carrier shall jointly develop an implementation plan for services. This implementation plan shall address, among other things, procedures for on-line ordering, provisioning, and access to customer service records with proper authorization.
- 12.2 Ameritech shall implement Carrier's service orders on a timely basis and within implementation intervals no less promptly than Ameritech implements other service orders for similar items, including retail service orders. If Ameritech fails to implement a service order within such an interval and such failure is not caused by a force majeure (which shall include fires, embargoes, labor disputes, acts of God, the public enemy or other causes beyond Ameritech's reasonable control) or some fault of Carrier (which "fault" shall include any delays associated with Carrier notification

periods and suspensions of change orders provided for in Ameritech's tariff for Resale Local Exchange Service), then Ameritech will waive any non-recurring charges associated with implementation of the Ameritech service.

- 12.3 For maintenance and repair services performed on Ameritech's side of the network interface, Ameritech agrees that quality and timeliness of such services will be no less than the services provided to its retail customers.

13.0 TARIFF

13.1 All terms and conditions of Ameritech's Resale Local Exchange Service are set forth in the applicable tariff, which fully determines the rights and obligations of Ameritech and Carrier. No representation or agreements, written or oral, shall alter or in any way affect these rights or obligations. The tariff and this Agreement contain all the applicable rates and charges to be paid by Carrier in connection with Resale Local Exchange Service. In the event of a conflict or discrepancy between the provisions of this Agreement and the provisions of the tariff, the provisions of the tariff shall govern.

13.2 In the event that Ameritech revises its tariffs to reflect the restructuring of its local exchange, toll and access service rates as provided for in Section 304a of the Michigan Telecommunications Act, Ameritech may revise the rates shown in Section 3.0 of this Agreement to reflect appropriate changes, if any, to those rates. Such tariff revision shall not affect Carrier's discount structure as reflected in this Agreement.

14.0 PUBLICITY

Except as otherwise provided in this Agreement, Carrier shall not use any of the trademarks, trade names, service marks or other proprietary marks of Ameritech or its corporate affiliates in any advertising, press releases, publicity matters or other promotional materials without Ameritech's prior written permission. Ameritech and Carrier shall jointly develop a press release publicizing their relationship under this Agreement, subject to both (1) the parties' prior non-disclosure agreement, and (2) mutually agreed upon language and media.

IN WITNESS WHEREOF, this Agreement has been executed by the parties set forth below.

U.S. Network Corporation, on behalf of USN Communications, Inc.

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan

By: J. Thomas Elliott

By: Neil E. Cox

Name: John Thomas Elliott

Name: NEIL E. COX

Title: President

Title: PRESIDENT

Date: 4-26-96

Date: 4/29/96



Tariff

PART 100 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

Original Sheet No. 1

9. RESPONSIBILITIES OF THE CARRIER (Cont'd)

Indemnification

Carriers who resell services offered under this Part shall indemnify, defend and save the Company harmless against any and all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with such resale including, but not limited to, claims for libel, slander, infringement of copyright or patents, claims for injuries to persons or property damage or any other damage in connection with Company service or resold services, arising out of any act or omission of the Carrier or end user in connection with facilities or services provided by the Company or the Carrier or end user, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of directory listings.

The Company will not be responsible for the manner in which the use of service, or the associated charges are allocated to others by a Carrier who resells service. All applicable rates and charges for such service will be billed to and be the responsibility of the Carrier.

Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

Carrier Contact Numbers

Carrier shall be responsible for providing to its customers and to the Company a telephone number or numbers that Carrier customers can use to contact Carrier in the event of service or repair requests. In the event that Carrier customers contact the Company with regard to such requests, Company shall inform Carrier customers that they should call their Carrier and may provide Carrier's Contact Number to Carrier's customers. Carrier may enter into contractual arrangement with the Company for the transfer to Carrier of calls placed by Carrier customers for service or repair requests.

(a) Services are available on or after February 1, 1996.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 3, 1996

By Gail S. Torreano, Vice President State and Federal Government
Detroit, Michigan

5. RESPONSIBILITIES OF THE CARRIER (Cont'd)

Emergency Telephone Number Information

Carrier shall provide Company with accurate and complete information regarding Carrier's customers in a method prescribed by the Company, so that the Company may keep its Emergency Telephone Number Service database updated.

6. BILLING

The Company will provide a Carrier specific Daily Usage File (DUF) to each Carrier reselling Company Local Exchange Services. This file will include individual service specific daily usage for each resold Local Exchange Service. The daily usage file will include sufficient detail to enable Carriers reselling Company exchange services to bill their end user customers. No other detailed billing will be provided.

Interexchange call detail forwarded to the Company for billing, which would otherwise be processed by the Company, will be passed through and separately identified on a per resold line basis. The Company will not bill the Carrier's end user customers for pass-thru billing. Billing for 900 and 976 calls or other pay-per-call services will also be passed through. If a Carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines under this Part.

The Carrier is responsible for providing all billing information to their customers who purchase resold Company exchange services.

Other Billing and Collections services will be provided to the Carrier on a contract basis. The terms and conditions under which these services are provided will be defined in a separate Billing and Collections agreement.

(a) Services are available on or after February 1, 1996

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: January 2, 1996

Effective: January 1,

By: Gail F. Torresno, Vice President State and Federal Government
Detroit, Michigan

Tariff

PART 20 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

Original Sheet No.

6. BILLING (Cont'd)

Company shall not charge Carrier the applicable rate for services Company provided to Carrier in this Part, for which, and only to the extent that:

- (1) Company did not provide Carrier billing information required to bill its customers as provided in this paragraph; and
- (2) Such failure to provide billing information was not caused in part or in whole, by actions of the Carrier or other third parties; and
- (3) Neither Carrier nor Company can provide the billing information by another method that will enable Carrier to bill its customers.

7. DEFINITIONS

Carrier

A Carrier is a certified local exchange provider, who provides switched local exchange telecommunications services, has obtained a license to provide local exchange service within certain geographic areas of the state of Michigan under the provisions of Section 357 of the MTA 1991 PA 179 as amended by 1995 PA 216 and is regulated by the Michigan Public Service Commission.

Carrier Customer

The party which contracts with a Carrier for resold telecommunication services pursuant to the terms and conditions of this Part. Where necessary to promote clarity, Carrier customer may also be referred to as "end user".

Resale

Occurs when a Carrier subscribes to a telecommunication service offered in this Part for the purpose of selling such service to its Carrier customers.

Service is furnished for use by the Carrier for resale by the Carrier to its customers and may be used only by others as specifically provided elsewhere in this tariff.

(a) Services are available on or after February 1, 1996

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Tariff

PART 00 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

Original Sheet No.

H. USE OF SERVICE

General

Unlawful Use of Service

Service shall not be used for any purpose in violation of law. The Carrier, and not the Company, shall be responsible to ensure that Carrier and its customers' use of the services provided hereunder complies at all times with all applicable laws. The Company may refuse to furnish service to a Carrier applicant or shall disconnect the service of a Carrier or as appropriate the Carrier's customer when:

- An order is issued, signed by a judge as defined by Part 3, Section 2 of this tariff, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided to the Carrier, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Carrier, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Carriers or customers.

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MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech

PART 20

SECTION 1

Tariff

PART 20 - Resale Local Exchange Service
SECTION 1 - General Terms and Conditions

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9. USE OF SERVICE (Cont'd)

Subscribing to Adequate Service

If a Carrier's use of service interferes unreasonably with the service of other Carriers or of Carrier customers or of the Company's customers, the interfering Carrier will be required to take service in sufficient quantity or of a different class or grade.

Application of Business and Residence Rates

The determination as to whether telephone service provided under this Part should be classified as business or residence is based on the character of the use to be made of the service by the Carrier's customer.

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PART 20 - Resale Local Exchange Service
SECTION 2 - Service Charges

Original Sheet No.

1. GENERAL

An application for service, whether made orally or in writing, upon acceptance by Company establishes the contract between the Company and the Carrier on the terms and conditions set forth in this Part. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Carrier, without the Company's written approval.

2. LINE CONNECTION AND OTHER SERVICE CHARGES

As set forth in TARIFF M.P.S.C. NO. 20R, PART 3, SECTION 1, miscellaneous service charges, line connection charges and line rearrangement charges will apply to both new Carrier's customers and the switch of an existing Carrier's customer. These charges apply in addition to any other scheduled rates and charges normally applying under this tariff. They apply in addition to and not in lieu of Nonrecurring Charges or Construction Charges made because of unusual cost in establishing service.

2.1 MISCELLANEOUS SERVICE CHARGES

(For service description, terms and conditions, see TARIFF M.P.S.C. NO. 20R, PART 3, SECTION 1)

	<u>RESIDENCE</u>	<u>BUSINESS</u>
APPLICATION OF CHARGES:		
MISCELLANEOUS SERVICE CHARGE	\$8.35	\$8.35
This charge is applicable for performing miscellaneous services (e.g., changes in Carrier's customer records, change from published to non-published listing, addition or change in directory listings).		

(a) Services are available on or after February 1, 1996

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