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November 12, 1996

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, Michigan 48909

Re: MPSC Case No. U-11138

Dear Ms. Wideman:

Enclosed for filing are an original and 15 copies of the Interconnection Agreement between Ameritech Information Industry Services, on behalf of Ameritech Michigan and TCG of Detroit, pursuant to the Commission's November 1, 1996 Order.

Very truly yours,

A handwritten signature in cursive script that reads "Michael A. Holmes".

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

Dated as of November 11, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

TCG DETROIT

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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 November 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 Ameritech Michigan ("Ameritech") and TCG Detroit, a New York general partnership with offices at 1 Teleport Drive, Staten Island, New York 10311 ("TCG").

WHEREAS, the Parties want to interconnect their networks pursuant to this Agreement to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective business and residential Customers.

WHEREAS, 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 provide other services as required by the Act (as defined below) and additional services as set forth herein.

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

1.0 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement.

1.1 "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.

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

1.3 "Affiliate" is As Defined in the Act.

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

1.5 "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, regulations and orders of the FCC or the Commission.

1.6 "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.

1.7 "Bona Fide Request" means the process described on Exhibit A that describes the process relating to a Party's request that the other Party provide an Interconnection or Network Element (or standard of quality thereof) not otherwise provided by the terms of this Agreement.

1.8 "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.

1.9 "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.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" or "End Offices" 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.

(c) "Combined End Office and Tandem Switch" is a switch that is deployed as a combination End Office/Tandem Office Switch.

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

1.12 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.13 "CMRS" is as defined in the Act.

1.14 "Collocation" means Physical Collocation and Virtual Allocation as defined in the Act.

1.15 "Commission" or "MPSC" means the Michigan Public Service Commission.

1.16 "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.

1.17 "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 Collocating 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.

1.18 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

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

1.20 "Dialing Parity" is As Defined in the Act.

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

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

1.23 "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.

1.24 "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.

1.25 "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.

1.26 "Exchange Access" is As Defined in the Act.

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

1.28 "FCC" means the Federal Communications Commission.

1.29 "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 responsibilities for service begins and the other Party's responsibility ends.

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

1.31 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.32 "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).

1.33 "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.

1.34 "Interconnection" is As Described in the Act.

1.35 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.36 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.37 "InterLATA" is As Defined in the Act.

1.38 "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).

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

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

1.41 "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 TCG 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 TCG to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

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

1.43 "Local Traffic" means local service area calls as defined by the Commission.

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

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

1.46 "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).

1.47 "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.

1.48 "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 as agreed to in the Agreement for Switched Access Meet Point Billing.

1.49 "Network Element" is As Defined in the Act.

1.50 "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.

1.51 "Number Portability" is As Defined in the Act.

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

1.53 "Party" means either Ameritech or TCG, and "Parties" means Ameritech and TCG.

1.54 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.55 "Premises" is as defined in the Act.

1.56 "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.

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

1.58 "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.

1.59 "Reciprocal Compensation" is As Described in the Act.

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

1.61 "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 Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore 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, 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.

1.62 "Service Control Point" or "SCP" is as Defined in the Act.

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

1.64 "Signaling Transfer Point" or "STP" is as Defined in the Act.

1.65 "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.

1.66 "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 Gpbs.

1.67 "Technically Feasible Point" is As Described in the Act.

1.68 "Telecommunications" is As Defined in the Act.

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

1.70 "Telecommunications Carrier" is As Defined in the Act.

1.71 "Telecommunications Service" is As Defined in the Act.

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

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

1.74 "White Pages Directories" mean 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.

1.75 "Wire Center" means a structure or portion thereof in which a Party has the right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections 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. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech 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). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such Interconnection within the LATA on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect Interconnection in additional LATAs or Interconnection at additional points within an existing LATA pursuant to Section 4.4 by attaching one or more supplementary schedules to such schedule.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Scope

In accordance with Section 251(c)(2) of the Act, Ameritech agrees to provide Interconnection with its Local Exchange Carrier Network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible Point within its network. Section 4.0 describes the alternatives for physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act, which may be supplemented from time to time. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured initially over the physical connections described in this Section 4.0 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.

4.2 Interconnection Points and Methods

4.2.1 In each LATA identified on Schedule 3.0 and any supplements thereto, TCG and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and TCG Wire Centers on Schedule 3.0 as supplemented from time to time 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.

4.2.2 Interconnection within each LATA shall be accomplished through either (i) a Fiber-Meet as provided in Section 4.3, (ii) Collocation as provided in Section 12.0 or (iii) any other available technically feasible Interconnection method as is provided for in the Act.

4.2.3 Interconnection shall be at least equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or third party. For purposes of this Section 4.2.3, "equal in quality" means the same or equivalent technical criteria and service standards that a Party uses within its own Network. If a Party requests an Interconnection superior or lesser in quality to that provided by the other Party or to itself or any subsidiary, Affiliate or Third Party, such request shall be treated as a Bona Fide Request.

4.2.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which subtend that Tandem. Pursuant to Section 5.0, 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 Fiber Meet

4.3.1 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. The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

(a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below;

(b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below; and

(c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

4.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.3.3 TCG shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TCG Interconnection Wire Center ("TIWC") identified for that LATA in Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.3.4 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 TCG to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. TCG shall deliver and maintain such strands wholly at its own expense.

4.3.5 TCG shall designate a manhole or other suitable entry-way immediately outside the TIWC 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 TIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.3.6 TCG shall pull the fiber optic strands from the TCG-designated manhole/entry-way into the TIWC and through appropriate internal conduits TCG utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLTM equipment TCG has installed in the TIWC.

4.3.7 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 TCG strands to the OLTM equipment Ameritech has installed in the AIWC.

4.3.8 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 the Party's own fiber exited.

4.3.9 Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit B, and engineered, installed, and maintained as described in this Section 4.0 and in the Grooming Plan (as defined in Section 8.1).

4.3.10 For Fiber-Meet arrangements, each Party will be responsible for providing its own transport facilities to the Fiber-Meet in accordance with the Grooming Plan.

4.4 Interconnection in Additional LATAs and Additional Interconnection Points in LATAs

4.4.1 If TCG determines to offer Telephone Exchange Services in any other LATA or additional Interconnection points within a LATA in which Ameritech also offers Telephone Exchange Services, TCG shall provide written notice to Ameritech of the need to establish Interconnection in such LATA or at such additional point pursuant to this Agreement.

4.4.2 The notice provided in Section 4.4.1 shall include (i) the Routing Point(s) TCG has designated in the LATA; (ii) TCG's requested Interconnection Activation Date; and (iii) a non-binding forecast of TCG's trunking requirements.

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

4.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA or each new Interconnection point within a LATA shall be the earlier of (i) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation or (ii) the date that is one-hundred fifty (150) days after the date on which TCG delivered notice to Ameritech pursuant to Section 4.4.1. Within ten (10) business days of

Ameritech's receipt of TCG's notice. Ameritech and TCG shall confirm the AIWC, the TIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 3.0.

4.5 Technical Specifications

4.5.1 TCG and Ameritech shall work cooperatively to install and maintain a reliable network. TCG 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.

4.5.2 TCG and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.5.3 The following publications describe the practices, procedures, specifications and interfaces generally utilized by Ameritech and are listed herein to assist the Parties in meeting their respective responsibilities related to Electrical/Optical Interfaces:

- (a) Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations; and
- (b) Ameritech Technical Publication AM-TR-NIS-000111; Ameritech OC3, OC12 and OC48 Service Interface Specifications; and
- (c) Ameritech Technical Publication AM-TR-NIS-000133; Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

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

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections described in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunk Group Architecture and Traffic Routing

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

5.2.1 Local/IntraLATA Trunks shall be configured via either one-way or two-way trunk groups as determined by the Parties not less than thirty (30) days prior to the activation date. No Party shall terminate Exchange Access traffic over the Local/IntraLATA Trunks.

5.2.2 Each TCG End Office Switch shall subtend each Ameritech Tandem in each LATA identified on Schedule 3.0.

5.2.3 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups between such switches consistent with the grades of service and quality parameters set forth in the Grooming Plan; provided nothing in this Section 5.2.3 shall require a Party to establish new direct trunk groups on or before the date which is one hundred and twenty (120) days after the applicable Interconnection Activation Date; provided, however, that if such traffic volume is exceeded within such one hundred and twenty (120) day period, such Party shall establish new direct trunk groups on the date which is the earlier of (i) a mutually agreed upon date or (ii) one-hundred and twenty-one (121) days after such occurrence.

5.3 Signaling

5.3.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. TCG shall connect with Ameritech for CCIS directly or through a third party provider. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties.

5.3.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

- (a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.
- (b) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

5.3.3 The Parties, directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.3.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission.

5.4 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Grooming Plan.

5.5 Measurement and Billing

5.5.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.5.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

5.6 Reciprocal Compensation Arrangements — Section 251(b)(5)

5.6.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or TCG which a Telephone Exchange Service Customer originates on Ameritech's or TCG's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided in the Pricing Schedule.

5.6.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.6.3 Each Party shall charge the other Party its effective and tariffed applicable federal and state intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.6.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.7.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between TCG Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to the Parties's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow the Parties's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting a Central Office Switch utilized to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an access Tandem Switch utilized to provide Exchange Access in such LATA. The obligation to provide the architecture set forth in this Section 6.2.3 shall be subject to the Technical Feasibility of the arrangement and the ability of the Parties to accurately record and bill usage.

6.2.4 The Parties shall jointly determine which Ameritech access Tandem(s) will be sub-tended by each TCG End Office Switch. Except as otherwise agreed by the Parties, Ameritech shall allow each TCG End Office Switch to subtend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single TCG End Office Switch subtend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

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

6.3 Meet-Point Billing Arrangements

Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the

adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

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

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

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 4, consistent with the Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.3 Transit Service

7.3.1 In addition to the Interconnection and other services provided under this Agreement that are required under the Act, Ameritech agrees that it shall also provide Transit Service to TCG on the terms and conditions set forth in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between TCG and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from TCG to such third party LEC or CMRS provider and (ii) IntraLATA Toll

Traffic originated from such third party LEC or CMRS provider and terminated to TCG where Ameritech carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.3.3 The Parties shall compensate each other for Transit Service as follows:

- (a) TCG shall pay Ameritech for Local Traffic and IntraLATA Toll Traffic TCG originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC or CMRS provider imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and
- (b) Ameritech shall pay TCG for IntraLATA Toll Traffic terminated to TCG from such third party LEC or CMRS provider (where Ameritech delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at TCG's applicable switched access rates.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic to TCG, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic to TCG and (ii) one-hundred eighty (180) days after the Interconnection Activation Date, Ameritech will deliver and TCG will terminate Local Traffic originated from such third party LEC or CMRS provider without charge to one another.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, TCG is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to TCG, at TCG's sole option, any transiting arrangement Ameritech's offers to another LEC or CMRS provider at the same rates, terms and conditions provided to such other LEC or CMRS provider.

7.3.7 The terms of this Section 7.3 shall apply reciprocally in cases where TCG provides Transit Service to Ameritech by delivering certain traffic between Ameritech and a third party LEC or CMRS provider.