

1. GENERAL

This Part sets forth the local exchange services made available by Illinois Bell Telephone Company (Company) for resale (Resale Local Exchange Services) by a telecommunications carrier (hereinafter "Carrier") for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Illinois Commerce Commission.

The Company has filed this tariff under compulsion of the Illinois Public Utilities Act, including as amended by Illinois Public Act 92-0022, and at the direction of the Illinois Commerce Commission, and specifically reserves any and all rights and remedies it may have relating to possible challenges to Illinois Public Act 92-0022 and this tariff under state and federal law, including federal preemption law. In addition, the Company reserves its right to withdraw this tariff in accordance with any applicable law, including but not limited to the decision of the United States Court of Appeals for the 7th Circuit in *Wisconsin Bell v. Bie*, Nos. 02-3854 and 02-3897 and the decision of the Appellate Court of Illinois in *Illinois Bell v. Illinois Commerce Commission*, Case Nos. 3-02-0738 and 3-02-0920 (Consolidated).

General terms and conditions as described in Illinois Guidebook, Part 2, Section 2 apply, where appropriate, unless otherwise specified in this Part. As applied to services offered in this Part, the term "Customer" contained in Illinois Guidebook, Part 2, Section 2 shall be deemed to mean "Carrier" as defined in this Section. Any references in this Part to service descriptions contained in other sections of this Tariff shall include all definitions, payment plans, and other terms and conditions applicable to that service. Unless expressly provided to the contrary herein, however, such references do not incorporate the rates and charges contained in the referenced material. Where service descriptions use the terms "customer" or "subscriber", such terms shall be deemed to mean: (T)

- "Carrier" (as defined in this Part) when the context concerns ordering service (or as appropriate blocking service) for resale to its customer; entering into and terminating payment plans for resold service; including calculating minimum usage requirements for optional toll calling plans; requesting repair of resold service, including authorization for the dispatch of service technicians to the Carrier's Customer's premises and performance of any premises work; and billing responsibility for the provision of service ordered by Carrier, and the use, activation, or premature termination of service by Carrier's Customers; or (T)

1. GENERAL (cont'd)

- "Carrier's Customer" (as defined in this Part) when the context concerns the definition of: the service location (premises); the configuration and sizing of the telecommunications system, network, or service resold; and the manner in which the resold service, including any aspects or capabilities of service, are used, activated, or accessed. Carrier's Customer is also the equivalent term when referenced service descriptions contain any of the following, or similar, terms: user, station user, group, group member, account agent, supervisor or attendant position or line.

Unless otherwise stated, aggregation of services including usage services, for the purposes of applying volume discounts or participation in service promotions is permitted for carriers on the same basis it is permitted for Ameritech Illinois' retail customers. Aggregation of services is limited to services under an account provided to a particular Carrier customer's premises.

Grandfathered services will be made available within 90 days upon Carrier's service order. Grandfathered services may be resold by Carrier to those eligible to subscribe to such service from the Company for the remaining period of eligibility. A grandfathered service shall be available for resale under this Part 22 as soon as possible but no later than ninety (90) days after Carrier's service order. In the meantime, such service may be resold at retail rates by Carrier, and any usage information associated with the service will be supplied on a monthly rather than daily basis. When the grandfathered service becomes available for resale under this Part; the Company will conduct a true up and adjust Carrier's account with any difference in the retail charges paid by Carrier and the Part 22 rates applicable to the grandfathered service.

1. GENERAL (cont'd)

The Company will provide Resale Local Exchange Services subject to the availability of facilities, where technically feasible and from properly equipped central offices. The application of business or residence service is determined in accordance with general regulations in Illinois Guidebook, Part 2, Section 2 based upon the appropriate classification of the Carrier's Customer's (also referred to as "end user") service. Local exchange service cannot be utilized as a substitute for carrier access services. The Company reserves the right to commission an independent audit to ensure that these conditions have been met. (T)

Resale of flat rate local exchange services or any other local exchange service does not entitle the reseller to receive access charge revenue associated with either originating or terminating transmission of interexchange services over such resold service(s).

For residence and business services that are classified as competitive and appear in Illinois Guidebook the associated wholesale services are described in Sections 21 through 37 of this Part. (T)

2. BRANDING

Company Branding. Carriers may not, without the Company's written authorization, offer Resale Local Exchange Services under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carrier's customers. Company may brand services under this Part with its own brand name (e.g. 411, 611, etc.) but will not provide for Carrier branding of those services.

Carrier Branding. The Carrier may brand its resold local exchange services with its own brand name. Branding for Operator Services and Directory Assistance is provided at rates and on terms contained in Section 8 of this Part.

3. LIABILITY OF THE COMPANY

Notwithstanding any other provision in this Part, the Company's general liability, as described in Illinois Guidebook, Part 2, Section 2 does not extend to the Carrier's Customers or any other third party. Liability of the Company to the Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in Illinois Guidebook, Part 2, Section 2. The Company shall be liable for the individual service(s) or facility(ies) that it provides and shall not be liable for the integration of service components. Such Liability shall not exceed an amount equal to the proportionate charge for the service(s) or facility(ies) provided for the period during which the service(s) was affected. No other liability whatsoever shall attach to the Company. (T)

Carrier shall, in its tariffs or other contracts for services under this Part with its customers, provide that in no case shall the Company be liable to the Carrier's Customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the Carrier of the possibility of such damages. If Carrier fails to place such a provision in its tariffs and/or contracts, Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers or third parties as provided in this Part. Nothing in this Part shall be deemed to create a third party beneficiary relationship with Carrier's Customers. (T)

If a Carrier ceases to resell Resale Local Exchange Services to its customers and fails to make arrangements for the continuation of such services, the Carrier shall provide an option to its customers to select an alternate Carrier. In the event that Carrier fails to provide such option or any of Carrier's Customers fail to select a new Carrier, Company will provide local exchange services to Carrier's Customers under Illinois Guidebook at then current recurring and usage sensitive tariff rates for service being furnished except that in this circumstance otherwise applicable service establishment charges will not apply to the Carrier's Customer, but will be assessed to the Carrier. (T)

3. LIABILITY OF THE COMPANY (cont'd)

The Company is not liable for mistakes that appear in Company's listings, 911 and 411 databases, or for incorrect referrals of end users to Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the Carrier's customers or employees).

4. RESPONSIBILITIES OF THE COMPANY

Operational Interfaces

Company shall provide Carriers with electronic access to place service orders, receive phone number assignments, receive information necessary to bill Carrier's Customers, and to inform Company of cases of trouble. Company shall provide interface specifications for such electronic access to Carriers subject to Carrier's execution of Company's standard non-disclosure agreement.

Public/Emergency Services

(See Illinois Guidebook, Part 8, Section 3.)

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UNIVERSAL EMERGENCY NUMBER SERVICE - 911

Universal Emergency Number Service/911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

5. RESPONSIBILITIES OF THE CARRIER

Documentation of Authorization/Agency

Prior to submitting an order under this Part, a Carrier must have obtained documentation from the customer (e.g., written or electronic authorization, tape recorded conversation, or password verification, etc.), explicitly authorizing the Carrier to provide local exchange telecommunications services to the Carrier's Customer (Documentation of Authorization). The Carrier must retain all Documentation of Authorization on file, which shall be available for inspection during normal business hours.

In the event that the Carrier submits an order under this Part, and the end user notifies the Company, within the greater of 90 days or two (2) billing cycles of the date the Carrier submitted an order under this Part, that the end user did not authorize the Carrier to provide local exchange telecommunications services to the end user (Unauthorized Switching), the Carrier must provide the Company with that end user's Documentation of Authorization within three (3) business days. In the event that the Carrier cannot provide the Documentation of Authorization within three business days, the Carrier must within three business days thereafter:

- notify the Company to change the end user back to the local exchange carrier providing service to the end user before the change to the Carrier was made, and
- provide any end user information and billing records the Carrier has obtained relating to the end user, to the prior Carrier, and
- notify the end user and the Company that the change has been made, and
- pay the Company \$50.00 per line to compensate the Company for switching the end user back to the prior carrier.

Carrier's Customers or Company's Customers may request the Company to permit changes of their Primary Local Exchange Company (PLEC) only upon end user password-based notification to the Company that the end user wishes to change its PLEC. In such a situation, the Company will not change an end user's PLEC without such password-based notification.

5. RESPONSIBILITIES OF THE CARRIER (cont'd)

Carrier Changes

When the Company receives an order from a Carrier (Ordering Carrier) for services under this Part to a Carrier's Customer ("end user"), and the Company is currently providing services under this Part to another Carrier for the same end user (Carrier Customer of Record), Company shall notify its Carrier Customer of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the end user. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is solely responsible for the payment of charges for all services furnished in this Part including, but not limited to, calls originated or accepted at its and its end users' service locations.

5. RESPONSIBILITIES OF THE CARRIER (cont'd)

Carrier Changes (cont'd)

If a Carrier fails to pay when due any and all charges billed to Carrier under this Part, including any late payment charges (Unpaid Charges), and any and all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, Company shall notify Carrier in writing that it must pay all Unpaid Charges to the Company within seven (7) business days. If Carrier disputes the billed charges, it shall within the seven (7) day period provided for in the prior sentence, inform Company in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to Company all undisputed charges; and shall pay disputed charges into an interest bearing escrow account. If Carrier and Company are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either Carrier or Company may file a complaint with the Commission to resolve those issues. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to Company and/or to Carrier. If Carrier fails to pay any undisputed Unpaid Charges, Carrier shall, at its sole expense, within five (5) business days notify its Carrier Customers that their service may be disconnected for Carrier's failure to pay Unpaid Charges, and that its Carrier Customers must select a new Carrier to provide local exchange services. In the event that Carrier fails to provide such notification or any of Carrier's Customers fail to select a new Carrier within the applicable time period, Company will provide local exchange services to Carrier's Customers under Illinois Guidebook at then current recurring and usage sensitive tariff rates for service being consumed except that in this circumstance otherwise applicable service establishment charges will not apply to the Carrier's Customer, but will be assessed to the Carrier. Company may discontinue service to Carrier upon failure to pay undisputed charge as provided in this section, and shall have no liability to Carrier or Carrier's Customers in the event of such disconnection. (T)

5. RESPONSIBILITIES OF THE CARRIER (cont'd)

Carrier Changes (cont'd)

Carrier Interfaces

Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces as described in this Part.

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 listings in the Company's Listing Information System.

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5. RESPONSIBILITIES OF THE CARRIER (cont'd)

Indemnification (cont'd)

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.

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 Carrier's 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 returned to the Interexchange Carrier, and will not be passed through to the Carrier. This call detail will be returned to the Interexchange Carrier with a transaction code indicating that the returned call originated from a resold account.

Billing for 900 and 976 calls or other pay-per-call services will be passed through to the Carrier when the Company records the message. If a Carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines under this Part. When the Interexchange Carrier records the 900 and 976 calls, the call detail will be returned to the Interexchange Carrier.

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

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:

- Company did not provide Carrier billing information required to bill its customers as provided in this paragraph; and
- Such failure to provide billing information was not caused in part or in whole, by actions of the Carrier or other third parties; and
- Neither Carrier nor Company can provide the billing information, within the time provided in 83 ILL. Adm. Code, Part 735 by another method that will enable Carrier to bill its customers.

7. DEFINITIONS

Carrier

A Carrier is a telecommunications carrier as specified by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Illinois Commerce 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.

8. 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:

8. USE OF SERVICE (cont'd)

Unlawful Use of Service (cont'd)

- An order is issued, signed by a judge as defined by Illinois Revised Statutes, Chapter 38, Section 102-13, 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 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 Company's customers.

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.

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9. PROMOTIONS (cont'd)

Promotional Period for Base Rate and DS1 Service (cont'd) (T)

Should a Carrier's customer discontinue a Base Rate or DS1 Service ordered under the provisions of this Promotion prior to the completion of the entire 3 Year or 5 Year OPP term, a termination charge equal to the dollar amount of service received free of charge under this Promotion will become due and payable. The termination charge will be calculated on the service as configured at the time it is discontinued at the OPP rates in effect for that customer at the time of discontinuance. This termination charge is in addition to any other termination charges applicable to Base Rate and DS1 Service as specified in the Illinois Gudebook. (T)

Business Winback Offer

A promotional winback offer will be available to Carrier's business customers from the effective date of this tariff through February 20, 1998. Services included in this offer will be business direct network access lines, business CallPak 150, and Feature Link Service as described in the Illinois Guidebook. Eligible Carrier's customers are defined as follows: (T)

- Carrier's Business customers ordering/installing 2 to 19 Ameritech business direct network access lines equipped with Business Local CallPak 150 and Feature Link Service for a 36 month term period. (T)
- Former Illinois business customers who disconnected local exchange service subsequent to January 1, 1995 for the purpose of establishing service with another local exchange carrier and who now wish to return to AT&T Illinois local exchange service. (T)
- Former business customers who maintained a current AT&T account and have no outstanding debts owed to AT&T. (T)

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Disaster Relief Plan^{/1/}

DISASTER RELIEF PLAN

- A. When a Carrier's business or residence customer's premises is destroyed or partially destroyed, due to natural disaster or fire, the following disaster relief plan will go into effect:

Carrier's customers will have the ability to forward their calls at no charge for up to 30 days. The monthly rate and associated Service Connection Charge will be waived for the Carrier's customer's primary line for the following services:

- Call Forwarding
 - Call Forward Busy Line
 - Call Forward Don't Answer
 - Remote Call Forward
 - Message Waiting Indicator
- B. Carrier's customers will incur the monthly recurring rate for these services after the initial 30-day period for as long as the service remains in place.
- C. One month minimum billing is not applicable.

^{/1/} See additional Service Charge waiver for reestablishment of service in Illinois Guidebook, Part 3, Section 1. (T)

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ATT TN IW-14-0019

Illinois Bell Telephone Company
d/b/a AT&T Illinois d/b/a AT&T Wholesale

AT&T Tariff

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