

**GENERAL**

1. Interconnection Services are available to telecommunications carriers 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 Public Service Commission of Wisconsin. In order to obtain Interconnection Services, customer must enter into an agreement with Company that is approved by the Public Service Commission of Wisconsin in accordance with Section 252 of the Act ("Interconnection Agreement"). The Company reserves its right to withdraw its tariffs 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.
2. This Part applies to Interconnection Services provided by Ameritech Wisconsin, hereafter referred to as the "Company". To the extent there is a conflict between the terms and conditions of this tariff and the terms and conditions of the Interconnection Agreement between customer and Company, the Interconnection Agreement between customer and Company shall apply.

**1. GENERAL (cont'd)**

1.3 General Regulations as found in Part 2 of this Tariff and in the Statement of Generally Available Terms and Conditions<sup>/2/</sup> as approved by the Commission in Docket 6720-TI-120 apply to this Part unless otherwise specified in this Part. The term “customer”, which appears in Part 2 General Regulations, is the equivalent of the term “telecommunications carrier” as defined by the Act and used in this Part (sometimes referred to herein as Carrier).. Any references in this Part to service descriptions contained in P.S.C. of W. No. 20 shall include all definitions. Unless expressly provided to the contrary herein, however, such references do not incorporate the terms, conditions, or rates and charges contained in the referenced material. Where service descriptions use the terms “customer” or “subscriber”, such terms shall be deemed to mean:

- “Carrier” (as defined in this Part) when the context concerns ordering service including requesting repair, 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.
- “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, including any aspects or capabilities of service, or how it is used, activated, or accessed.

/1/ This revision corrects the header information from PART 19, SECTION 12, Issued March 3, 1997, Effective March 4, 1997, under Amendment No. 4287, to PART 23, SECTION 1.

/2/ The Statement of Generally Available Terms and Conditions can be obtained from Document Manager, Room 4G29A, Ameritech, 2000 W. Ameritech Center Drive, Hoffman Estates, IL 60196, (847) 248-3375.

PART 23 - Interconnection Service for Local Exchange Carriers  
SECTION 1 - General

---

Original Sheet 3

**GENERAL (cont'd)**

3. This Part contains a schedule of rates and regulations applicable to Interconnection Services. Currently the following types of Interconnection Services are available under this tariff:

Vacant	- Section 2
Database Access	- Section 3
Vacant	- Section 4
Transit Services	- Section 5

**1. GENERAL – RESERVED FOR FUTURE USE**

## **2. TERMS AND CONDITIONS**

### 2.1 Responsibility of the Company

The Company is not responsible to the telecommunications carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company render any facilities provided by a telecommunications carrier obsolete or render modification of the telecommunications carrier's equipment necessary.

**2. TERMS AND CONDITIONS (cont'd)**

## 2.3 Use of Service

## A. 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 by a court, the Public Service Commission of Wisconsin or any other duly authorized agency, 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.

/1/ This revision corrects the header information from PART 19, SECTION 12, Issued March 3, 1997, Effective March 4, 1997, under Amendment No. 4287, to PART 23, SECTION 1.

**2. TERMS AND CONDITIONS (cont'd)**

## 2.3 Use of Service (cont'd)

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 court of competent jurisdiction authorizing such disconnection, 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 companies' customers.

/1/ This revision corrects the header information from PART 19, SECTION 12, Issued March 3, 1997, Effective March 4, 1997, under Amendment No. 4287, to PART 23, SECTION 1.

**2. TERMS AND CONDITIONS (cont'd)**

## 2.4 Liabilities

## A. Liabilities Between Parties

Liability of the Company to the telecommunications carrier and the telecommunications carrier to the Company, resulting from any and all causes, shall not exceed the liability of the Company as set forth herein and in other Parts of this tariff. Specifically, the Company and the telecommunications carrier shall each be liable only for the service(s) or facility(ies) that each provides. Such liability shall not exceed the amounts paid by the telecommunications carrier or the Company for the period of time during which the Company or telecommunications carrier failed to provide the service(s) or facility(ies). The Company and telecommunications carrier shall each individually also be liable to each other for any property damage caused by the negligence of its employees, agents or subcontractors. In no case shall either the Company or the telecommunications carrier be liable to the other 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 other party of the possibility of such damages. The Company and the telecommunications carrier agree that this allocation of risk and liability is fair and reasonable.



**2. TERMS AND CONDITIONS (cont'd)**

## 2.4 Liabilities (cont'd)

## B. Liabilities to Other Parties

The telecommunications carrier and the Company shall each be responsible only for the service(s) and facility(ies) it provides, and neither shall bear any responsibility for the service(s) and facility(ies) provided by the other or a third party. The telecommunications carrier and the Company shall indemnify, defend and hold each other harmless for and against any claim, loss or damage, asserted by any person related to or arising out of the acts or omissions of the other party or by customers, employees, agents or contractors of the other party against whom indemnification is sought. In such cases, the indemnifying party shall reimburse the other for all of the non-defending party's costs, expenses or judgments including attorney's fees. Each party agrees to notify the other promptly of any matters for which the foregoing indemnity may apply. If notified in writing of any action or claim for which a party is to provide indemnity, the other party shall, without limitation, defend those actions or claims at its expense and pay the costs and damages and attorney's fees awarded against the non-defending party in any such action, provided that the defending party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims. The parties agree to do all acts and things, at the defending party's expense, that may be reasonably required by the non-defending party in connection with such settlement or defense.

**2. TERMS AND CONDITIONS (cont'd)**

## 2.4 Liabilities (cont'd)

## B. Liabilities to Other Parties (cont'd)

The telecommunications carrier shall, in its tariffs or other contracts for services under this Part with its end users, provide that in no case shall the Company be liable to the telecommunications carrier's end users 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 telecommunications carrier of the possibility of such damages. If the telecommunications carrier fails to place such a provision in its tariffs and/or contracts, the telecommunications carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its end users or third parties as provided in this Part. Nothing in this Part shall be deemed to create a third party beneficiary relationship with the telecommunications carrier's end users.