

TC 00-132



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Alex M. Duarte
Senior Attorney

RECEIVED

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

August 28, 2000

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Resale Interconnection Agreement between DPI Teleconnect, L.L.C. and Qwest Corporation (formerly U S WEST Communications, Inc.)

Dear Mr. Bullard:

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing are an original and ten (10) copies of the Resale Interconnection Agreement between Qwest Corporation (formerly U S WEST Communications, Inc.) ("Qwest") and DPI Teleconnect, L.L.C. ("DPI") for approval by the Commission. The Agreement is a negotiated agreement setting forth certain arrangements to provide, within the geographical areas where Qwest is the incumbent Local Exchange Carrier, the Unbundled Network Element Platform and/or services for resale of local Telecommunications Services.

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

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The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expedient approval of this Agreement will enable DPI to enter the local exchange market and provide customers with increased choices among local exchange services.

DPI has authorized Qwest to submit this Agreement on DPI's behalf.

Very truly yours,



Alex Duarte

Enclosures

cc: DPI Teleconnect, Inc.
Kyle Dickson
2525 South Shore Boulevard, Suite 410
League City, Texas 77573

Ms. Colleen Sevold
Manager - Public Policy
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Qwest Corporation Law Department
Counsel, Interconnection
1801 California Street, 51st Floor
Denver, Colorado 80202

TC00-132

RESALE
AGREEMENT
BETWEEN

RECEIVED

AUG 11 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

U S WEST COMMUNICATIONS, INC.

AND

DPI TELECONNECT, L.L.C.

FOR

SOUTH DAKOTA

JUNE 16, 2000

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PART A - GENERAL TERMS

This Resale Agreement is between between DPI Teleconnect, L.L.C. ("RESELLER"), a Texas limited liability corporation and U S WEST Communications, Inc. ("U S WEST"), a Colorado corporation.

Section 1.0 - SCOPE OF AGREEMENT

1.1 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by U S WEST or RESELLER. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop U S WEST or RESELLER from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 1.1 shall be considered part of the rates, terms and conditions of each interconnection service and network element arrangement contained in this Agreement, and this Section 1.1 shall be considered legitimately related to the purchase of each service and network element arrangement contained in this Agreement.

1.2 This Agreement sets forth the terms, conditions and prices under which U S WEST agrees to provide the Unbundled Network Element Platform and/ or services for resale to RESELLER, all for the sole purpose of providing Telecommunications Services.

1.3 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

1.4 This Agreement is structured in the following format:
 Section 1 - General Terms
 Section 2 – Interpretation and Construction

- Section 3 – Implementation Schedule
- Section 4 - Definitions
- Section 5 – Terms and Conditions
- Section 6 - --Resale
- Section 7 – Reserved for Future Use
- Section 8 – White Pages Directory Listings
- Section 9 - Network Security
- Section 10 – Access to Operational Support Systems
- Section 11 – U S WEST Dex
- Section 12 – Service Performance
- Section 13 – Signature Page
- Exhibit A - Rates

1.5 Prior to placing any orders for services under this Agreement, the Parties will jointly complete U S WEST's "Reseller Questionnaire". This questionnaire will then be used to:

- Determine geographical requirements
- Identify RESELLER Ids
- Determine U S WEST system requirements to support RESELLER specific activity
- Collect credit information
- Obtain billing information
- Create summary bills
- Establish input and output requirements
- Create and distribute U S WEST and RESELLER contact lists
- Identify client hours and holidays

1.6 U S WEST and RESELLER mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including U S WEST or other third party offerings, guides or practices), statute, regulation, rule or tariff applies 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).

Section 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, U S WEST will not provide or establish resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to approval of this Agreement by the state Commission. Thereupon, the Parties shall complete U S WEST's "RESELLER Questionnaire," and negotiate an implementation schedule as it applies to RESELLER's obtaining of the resale of Telecommunications Services hereunder.

3.2 RESELLER will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to U S WEST on a quarterly basis. During the remaining term of this Agreement, RESELLER will provide updated forecasts from time to time, as requested by U S WEST. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. The initial forecast will minimally provide:

- 3.2.1 The date service will be offered (by city and/or state);
- 3.2.2 The type and quantity of service(s) which will be offered;
- 3.2.3 RESELLER's anticipated order volumes; and
- 3.2.4 RESELLER's key contact personnel.

Section 4.0 - DEFINITIONS

- 4.1 "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 South Dakota Public Utilities Commission.
- 4.2 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 4.3 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- 4.4 "Commission" means the South Dakota Public Utilities Commission.
- 4.5 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve end user interaction with stored information.
- 4.6 "Interconnect & Resale Resource Guide" is a U S WEST document that provides information needed to request services available under this Agreement. It is available on U S WEST's Web site: <http://www.uswest.com/carrier/guides/interconnect/>
- 4.7 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.
- 4.8 "Exchange Access (IntraLATA Toll) is defined in accordance with U S WEST's current intraLATA toll serving areas, as determined by U S WEST's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.
- 4.9 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.
- 4.10 "Party" means either U S WEST or RESELLER and "Parties" means U S WEST and RESELLER.
- 4.11 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local

service provider. The Proof of Authorization Section of this Agreement lists acceptable forms of documentation.

4.12 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.13 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in U S WEST's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.14 "Tariff" as used throughout this Agreement refers to U S WEST interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.15 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.16 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.17 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

5.1.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.3 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective August 16, 2000 and upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two years and shall terminate on August 16, 2002.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, RESELLER may obtain resale services under the terms and conditions of a then-existing Agreement to become effective at the conclusion of the term.

5.3 Proof of Authorization

5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:

5.3.1.1 The end user's written Letter of Authorization.

5.3.1.2 The end user's electronic authorization by use of an 8XX number.

5.3.1.3 The end user's oral authorization verified by an independent third party (with third party verification as POA). The Parties shall make POAs available to each other upon request, in accordance with applicable laws and rules. A charge of \$100.00

will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

5.4 Payment

5.4.1 Amounts payable under this Agreement, are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.

5.4.2 U S WEST may discontinue processing orders for the failure of the RESELLER to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on RESELLER's bill. U S WEST will notify the RESELLER in writing at least ten (10) days prior to discontinuing the processing of orders. If U S WEST does not refuse to accept additional orders on the date specified in the ten (10) days notice, and RESELLER's noncompliance continues, nothing contained herein shall preclude U S WEST's right to refuse to accept additional orders from the noncomplying RESELLER without further notice. For order processing to resume, the RESELLER will be required to make full payment of all past and current charges. Additionally, U S WEST may require a deposit (or additional deposit) from the RESELLER, pursuant to this section.

5.4.3 U S WEST may disconnect any or all services for failure by RESELLER to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on RESELLER's bill. RESELLER will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. U S WEST will notify the RESELLER in writing at least ten (10) days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If U S WEST does not disconnect the RESELLER's service(s) on the date specified in the ten (10) days notice, and the RESELLER's noncompliance continues, nothing contained herein shall preclude US WEST's right to disconnect any or all services of the noncomplying RESELLER without further notice. For reconnection of service to occur, the RESELLER will be required to make full payment of all past and current charges. Additionally, U S WEST will request a deposit (or additional deposit) from the RESELLER, pursuant to this section.

5.4.4 Should RESELLER or U S WEST dispute, in good faith, any portion of the monthly billing under this Agreement, the parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, RESELLER and U S WEST shall pay all undisputed amounts due. Both RESELLER and U S WEST agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed

charges and the dispute is resolved in favor of the billing Party, no further action is required.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be at the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.5 U S WEST will determine RESELLER's credit status based on previous payment history with U S WEST or credit reports such as Dun and Bradstreet. If RESELLER has not established satisfactory credit with U S WEST according to the above provisions, or if RESELLER is repeatedly delinquent in making its payments, or RESELLER is being reconnected after a disconnection of service or discontinuance of the processing of orders by U S WEST due to a previous nonpayment situation, U S WEST will require a deposit to be held as security for the payment of charges before the orders from RESELLER will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date three or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Commission rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to U S WEST, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to RESELLER's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with U S WEST, which will generally be one full year of timely payments in full by RESELLER. The fact that a deposit has been made does not relieve RESELLER from any requirements of this Agreement.

5.4.7 U S WEST may review RESELLER's credit standing and modify the amount of deposit required.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 RESELLER agrees to inform end user in writing of pending disconnection by RESELLER to allow end user to make other arrangements for Telecommunications Services.

5.5 Taxes

5.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or

regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5.6 Force Majeure

5.6.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.7 Limitation of Liability

5.7.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors.

5.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

5.7.3 Except for indemnity obligations or as otherwise set forth in this Section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed including without limitation direct damages for loss of or damage to the RESELLER's equipment.

5.7.4 Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.

5.7.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

5.7.6 RESELLER is liable for all fraud associated with service to its end-users and accounts. U S WEST takes no responsibility, will not investigate, and will make no adjustments

to RESELLER's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of U S WEST. Notwithstanding the above, if U S WEST becomes aware of potential fraud with respect to RESELLER's accounts, U S WEST will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

5.8 Indemnity

5.8.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

5.8.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

5.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.

5.8.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

5.8.1.4 For purposes of this Section, where the Parties have agreed to provision line sharing using a Plain Old Telephone Service ("POTS") splitter: "claims made by end users or customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service for claims relating to DSL services, and to the Party that provides voice service for claims relating to voice services. For purposes of this Section, "customer" refers to the immediate purchaser of the telecommunications service, whether or not that customer is the ultimate end user of that service.

5.8.2 The indemnification provided herein shall be conditioned upon:

5.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

5.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

5.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

5.9 Intellectual Property

5.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

5.9.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

5.9.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

5.9.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

5.9.5 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by U S WEST pursuant to an applicable provision herein, RESELLER may use the phrase "RESELLER is a Reseller of U S WEST Communications services" (the "Authorized Phrase") in RESELLER's printed materials provided:

5.9.6.1 The Authorized Phrase is not used in connection with any goods or services other than U S WEST services resold by RESELLER.

5.9.6.2 RESELLER's use of the Authorized Phrase does not cause end users to believe that RESELLER is U S WEST.

5.9.6.3 The Authorized Phrase, when displayed, appears only in text form (RESELLER may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of RESELLER's name and in no event shall exceed 8 point size.

5.9.6.4 RESELLER shall provide all printed materials using the Authorized Phrase to U S WEST for its prior written approval.

5.9.6.5 If U S WEST determines that RESELLER's use of the Authorized Phrase causes end user confusion, U S WEST may immediately terminate RESELLER's right to use the Authorized Phrase.

5.9.6.6 Upon termination of RESELLER's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and RESELLER shall immediately cease any and all such use of the Authorized Phrase. RESELLER shall either promptly return to U S WEST or destroy all materials in its possession or control displaying the Authorized Phrase.

5.9.7 RESELLER acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and U S WEST respectively (the "Owners"). RESELLER recognizes that nothing contained in this Agreement is intended as an assignment or grant to RESELLER of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. RESELLER will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. RESELLER will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical

or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

5.10 Warranties

5.10.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED AS IS, WITH ALL FAULTS.

5.11 Assignment

5.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if RESELLER's assignee or transferee has an Interconnection agreement with U S WEST, no assignment or transfer of this Agreement shall be effective without the prior written consent of U S WEST. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. 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.

5.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of RESELLER, or any sale, transfer, pledge or other disposition by RESELLER of securities representing more than 50% of the securities entitled to vote in an election of RESELLER's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by RESELLER of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than RESELLER, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of RESELLER has an interconnection agreement with U S WEST, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

5.12 Default

5.12.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance

shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.13 Disclaimer of Agency

5.13.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.14 Severability

5.14.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.15 Nondisclosure

5.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

5.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

5.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

5.15.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16 Survival

5.16.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two year term, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.17 Dispute Resolution

5.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it

in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.17.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.17.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18 Controlling Law

5.18.1 This Agreement is offered by U S WEST and accepted by RESELLER in accordance with the terms of the Act and the state law of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the state law of South Dakota.

5.19 Responsibility for Environmental Contamination

5.19.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

5.20 Notices

5.20.1 Any notices required by or concerning this Agreement shall be in writing and sent to U S WEST at the addresses shown below:

U S WEST
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:
Attention:
Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

and to RESELLER at the address shown below:

DPI Teleconnect, L.L.C.
Attn: Kyle Dickson
2525 South Shore Blvd.
Suite 410
League City, TX 77573
Phone: 281-521-2000
Fax: 281-521-2010

Each Party shall inform the other of any change in the above contact person and/or address.

5.20.2 Any notices required by or concerning this Agreement shall be sent by U S WEST to RESELLER's address, as specified in this Agreement.

5.21 Responsibility of Each Party

5.21.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely

responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.22 No Third Party Beneficiaries

5.22.1 Unless specifically set forth herein, This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

5.23 Referenced Documents

5.23.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, U S WEST practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, U S WEST practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.24 Publicity

5.24.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

5.25 Amendment

5.25.1 RESELLER and U S WEST may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

5.26 Headings of No Force or Effect

5.26.1 The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

5.27 Regulatory Approval

5.27.1 The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

5.28 Executed in Counterparts

5.28.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.29 Compliance

5.29.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, U S WEST and RESELLER agree to keep and maintain in full force and effect all permits, licenses, certificates, insurance and other authorities needed to perform their respective obligations hereunder.

5.30 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.30.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.31 Cooperation

5.31.1 The Parties agree that this Agreement involves the provision of U S WEST services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in the Access to Operational Support Systems (OSS) section of this Agreement.

5.32 Entire Agreement

5.32.1 This Agreement constitutes the entire agreement between U S WEST and RESELLER and supersedes all prior oral or written agreements, representations, Agreements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.33 Pick and Choose

5.33.1 If this document is being used to negotiate an Interconnection Agreement, the Parties agree to comply with Section 252 (i) of the Act, and rules promulgated thereunder.

Section 6.0 – RESALE

6.1 Description

6.1.1 U S WEST shall offer for resale at wholesale rates any Telecommunications Service that it provides to subscribers who are not Telecommunication Carriers, subject to the terms and conditions of this Section. All U S WEST retail Telecommunications Services are available for resale from U S WEST pursuant to the Act and will include terms and conditions (except prices) in U S WEST's applicable product Tariffs.

6.1.2 Certain U S WEST services are not available for resale under this Agreement, as noted in this section. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 U S WEST shall offer RESELLER training on procedures that RESELLER must use to request services from U S WEST, including product information, listing, and access to U S WEST systems.

6.2.2 Basic Exchange Telecommunications Service, Basic Exchange Features, Private Line Service, Frame Relay Service and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which U S WEST sells such services (e.g., residence service may not be resold to business end users). Service provided directly to RESELLER for its own use and not resold to end-users, such as administrative services, must be identified by RESELLER, and RESELLER must pay the full retail rates for such services.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to retail customers, with no wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of customer eligible to purchase these services from U S WEST.

6.2.2.4 Universal Emergency Number Service (911) is not available for resale.

6.2.2.5 Non-telecommunications services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Enhanced/Information services such as voice messaging, are not available for resale.

6.2.2.7 U S WEST will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this agreement. All terms and conditions (except prices) in U S WEST's applicable Tariffs will apply to the resale of CSAs, including early termination liability. Nothing in this Agreement shall affect the obligation of any U S WEST retail end user that terminates a CSA early, including payment of any early termination charges, before transferring service to RESELLER.

6.2.2.8 Grandfathered services are not available for resale, except to existing customers of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and RESELLER's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single RESELLER within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. RESELLER may purchase multiple common blocks within a single Central Office switching system when RESELLER requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. RESELLERs with multiple common blocks within the same Central Office switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (e.g. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one end user location and may provide station lines to multiple end user locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving RESELLER's end user's location. A location is defined as the site where U S WEST facilities (cable plant from the serving Central Office switch) meet RESELLER's facilities (inside wire). In a multi-tenant building, U S WEST may bring facilities directly to a single point of interconnection with RESELLER's facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should U S WEST bring service to multiple floors or offices within a multi-tenant building, each floor or office with a separate facilities termination point is considered a location. RESELLER's end user with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single End User and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to U S WEST for its facilities. A RESELLER with Centrex station lines from multiple Central Office switching systems, within the same U S WEST Central Office, and provisioned to the same RESELLER end user location, will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, Reseller may only aggregate station lines may only be aggregated from a single Centrex RESELLER system to a single RESELLER end user serving location for rating purposes. RESELLER may not specify a U S WEST Central Office as a RESELLER location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access service is available for resale but not at a discount.

6.2.2.11 Megabit Services available to retail end users are available for resale out of U S WEST's interstate tariff at the wholesale discount set forth in Exhibit A.

6.2.3 U S WEST shall provide to RESELLER Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that U S WEST provides these services to others, including other Resellers and retail end users.

6.2.4 In the event that there are existing agreements between RESELLER and U S WEST for resale under U S WEST retail Tariff discounts, RESELLER may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or RESELLER may elect to terminate such existing agreements and obtain such services under this Agreement, pursuant to the General Terms section, with the associated wholesale discount specified in Exhibit A of this Agreement.

6.2.5 RESELLER will provide a two year forecast for resale of U S WEST services within ninety (90) calendar days of requesting service pursuant to this Agreement. The forecast shall be updated and provided to U S WEST on an annual basis or as requested by U S WEST. Each forecast will provide:

The date service will be offered (by city and/or state);
 The type and quantity of service(s) which will be offered;
 RESELLER's anticipated number of service orders; and
 Name of RESELLER's key contact personnel.

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement.

6.2.6 RESELLER may not reserve blocks of U S WEST telephone numbers, except as allowed by Tariffs.

6.2.7 U S WEST will accept at no charge one primary white pages directory listing for each main telephone number belonging to RESELLER's end user based on end user information provided to U S WEST by RESELLER. U S WEST will place end user's listings in U S WEST's directory assistance database and will include such listings in U S WEST's directory assistance service.

6.2.8 U S WEST shall provide to RESELLER, for RESELLER's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). U S WEST shall not be responsible for any failure of RESELLER to provide accurate end-user information for listings in any databases in which U S WEST is required to retain and/or maintain information. U S WEST shall provide RESELLER's end user information to the Automatic Location Identification/Database Management System ("ALI/DMS"). U S WEST shall use its standard process to update and maintain, on the same schedule that it uses for its retail end-users, RESELLER's end-user service information in the ALI/DMS used to support E911/911 services. U S WEST assumes no liability for the accuracy of information provided by RESELLER.

6.2.9 If U S WEST provides and RESELLER accepts operator services, directory assistance service, or intraLATA long distance service as a part of the basic exchange resold line, it will be offered with standard U S WEST branding. RESELLER is not permitted to alter the branding of these services in any manner when the services are a part of the resold line.

without the prior written approval of U S WEST. However, at the request of RESELLER and where technically feasible, U S WEST will brand operator services and directory assistance service in RESELLER's name.

6.2.10 RESELLER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services.

6.2.11 When end users switch from U S WEST to RESELLER, or to RESELLER from any other Reseller, and if such end users do not change their service addresses to addresses served by a different U S WEST Central Office, then such end users shall be permitted to retain their current telephone numbers.

6.2.12 In the event U S WEST terminates the provisioning of any resold services to RESELLER for any reason, including RESELLER's non-payment of charges, RESELLER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to RESELLER's end users. U S WEST will provide notice to RESELLER of U S WEST's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 RESELLER is liable for all fraud associated with service to its end-users and accounts. U S WEST takes no responsibility, will not investigate, and will make no adjustments to RESELLER's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of U S WEST. Notwithstanding the above, if U S WEST becomes aware of potential fraud with respect to RESELLER's accounts, U S WEST will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

6.2.14 Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if RESELLER requests that facilities be constructed or enhanced to provide resold services, U S WEST will review such requests on a case-by-case basis and determine if it is economically feasible for U S WEST to build or enhance facilities. If U S WEST decides to build or enhance the requested facilities, U S WEST will develop and provide to RESELLER a price quotation for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to U S WEST's retail end-users. If the quotation is accepted, RESELLER will be billed the quoted price and construction will commence after receipt of payment.

6.2.15 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.16 U S WEST will provide RESELLER with the same advanced notice it provides the Commission for changes to resold products and services, except that when a product or service is discontinued, U S WEST will provide RESELLER with thirty (30) days advanced notice. Information, will be provided to RESELLER, in advance of Commission notification, in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support and Billing Systems, and to provide its customers with notification of the change/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.

6.3 Rates and Charges

6.3.1 The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. The Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in this Agreement are available at the retail Tariff rates.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to RESELLER.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by RESELLER without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 RESELLER will pay to U S WEST the PIC charge charge without discount for RESELLER end user changes of interexchange or intraLATA carriers. Any change in RESELLER's end users' interexchange or intraLATA carrier must be requested by RESELLER on behalf of its end user.

6.3.5 RESELLER agrees to pay U S WEST when its end-user activates any services or features that are billed on a per use or per activation basis (e.g. continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section.

6.3.6 Product specific non-recurring charges, as set forth in U S WEST's applicable Tariffs will apply when new lines, trunks or circuits are installed, or when additional features or services are added to existing services.

6.3.7 Miscellaneous charges applicable to RESELLER, will be applied in a manner consistent with application of charges for equivalent services ordered by U S WEST retail end-users.

6.3.8 The wholesale discount rates in Part E established in the South Dakota March 20, 1997 arbitrator's decision in TC96-184, "In the Matter of AT&T Communications of the Midwest, Inc. and U S WEST Communications, Inc., for Arbitration of the Interconnection Rates, Terms and Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996", (the "AT&T Arbitration") are interim rates and are pending the outcome of a final Commission decision in an interconnection cost docket. Such rates, as adopted in this Agreement, will be subject to true-up from the date those rates became effective in this Agreement to the effective date of the final interconnection cost docket order. Notwithstanding this true-up obligation, the Parties agree that rates in this Agreement will remain in effect as described below until the exhaustion of all appeals of the final order in the interconnection cost docket.

6.3.9 The Parties intend that, if the AT&T rates or the services in the AT&T Arbitration are changed by any negotiations, appeal, stay, injunction, settlement, or similar proceeding with respect to AT&T, those rates and services, if they have been adopted into this Agreement, shall be changed in this Agreement to the same extent as the rates and services in the AT&T Arbitration. Notwithstanding the above, the Parties agree that in the event a stay or injunction is granted with respect to the implementation of the services and rates in the AT&T Arbitration, the Parties agree that the telecommunications services still available for resale following the

stay or injunction will be available to RESELLER, effective as of the date of the stay order or injunction, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a nonappealable order establishes a wholesale discount rate(s). If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up to the rate(s) established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T rates or the applicability of the rate to the services in Part E is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to RESELLER, effective as of the date of the order. The AT&T rate shall be subject to true-up to the changed rates for the period of time the AT&T rate was in effect. Notwithstanding the above, no true-up of either the Standard Rate or the AT&T rate will occur unless ordered as a part of the nonappealable administrative or judicial order.

6.3.10 If services are resold by RESELLER pursuant to Tariffs and the Tariff rates change, charges billed to RESELLER for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale Tariff. The new rate will be effective upon the Tariff effective date.

6.4 Ordering Process

6.4.1 RESELLER, or RESELLER's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. RESELLER shall inform its end users that they are end users of RESELLER for resold services. RESELLER's end users contacting U S WEST will be instructed to contact RESELLER; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit U S WEST from discussing its products and services with RESELLER's end users who call U S WEST.

6.4.2 RESELLER shall transmit to U S WEST all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to U S WEST's standard procedures, as described in the U S WEST Interconnect & Resale Resource Guide available on U S WEST's Web site. Information shall be provided using U S WEST's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms.

6.4.3 U S WEST will use the same performance standards and criteria for RESELLER service orders as U S WEST provides itself. The process for RESELLER service orders, provisioning, maintenance and repair are detailed in the Access to Operational Support Systems, Section 12 of this Agreement, and are applicable whether orders are submitted via OSS or FAX.

6.4.4 RESELLER is responsible for providing to U S WEST complete and accurate end-user listing information for directory assistance service, white pages directory listings, and 911 emergency services.

6.4.5 If U S WEST's retail end-user, or the end-user's new local service provider, orders the discontinuance of the end-user's existing U S WEST service in anticipation of end user moving to the new local service provider, U S WEST will render its closing bill to the end-

user, discontinuing billing as of the date of the discontinuance of U S WEST's service to end user. If a RESELLER that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from a RESELLER, U S WEST will bill the existing RESELLER for the service through the date end user receives resold service from the existing RESELLER. U S WEST will notify RESELLERS by FAX, OSS interface, or other agreed upon process when an end-user moves from one RESELLER to a different local service provider. U S WEST will not provide RESELLER with the name of the other local service provider selected by the end-user.

6.4.6 RESELLER shall provide U S WEST and U S WEST shall provide RESELLER with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both RESELLER and U S WEST in the event special attention is required on the service request.

6.4.7 Prior to placing orders on behalf of the end user, RESELLER shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"), as set forth in the Proof of Authorization section of this Agreement.

6.4.8 Due date intervals are established when service requests are made through the Interconnect Mediated Access ("IMA") and Electronic Data Interchange ("EDI") interface or through facsimile. Intervals provided to RESELLER shall be equivalent to due dates U S WEST provides end user.

6.4.9 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.

6.4.10 U S WEST will provide completion notification that is equal to that provided to U S WEST end users.

6.4.11 U S WEST will provider Design Layout Records when requested under terms and conditions consistent with U S WEST end users.

6.4.12 U S WEST will handle jeopardy orders based upon the same performance standards and criteria that U S WEST provides to itself.

6.5 Billing

6.5.1 U S WEST shall bill RESELLER and RESELLER shall be responsible for all applicable charges for the resold services as provided herein. RESELLER shall also be responsible for all Tariffed charges and charges separately identified in this Agreement associated with services that RESELLER resells to an end user under this Agreement.

6.5.2 U S WEST shall provide RESELLER, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for RESELLER review.

6.6 Maintenance and Repair

6.6.1 U S WEST will maintain facilities and equipment used to provide RESELLER resold services. A RESELLER or its end users may not rearrange, move, disconnect or attempt to repair U S WEST facilities or equipment, other than by connection or disconnection to any interface between U S WEST and the end user, without the written consent of U S WEST.

6.6.2 RESELLER and U S WEST will employ the procedures as shown in the Access to Operational Support Systems (OSS) section for handling misdirected repair calls.

Section 7.0 – RESERVED FOR FUTURE USE

Section 8.0 – WHITE PAGES DIRECTORY LISTINGS

8.1.1 White Pages Listings Service (Listings) consists of U S WEST placing the names, addresses and telephone numbers of RESELLER's end users in U S WEST's listing database, based on end user information provided to U S WEST by RESELLER. U S WEST is authorized to use RESELLER end user listings as noted below.

8.1.2 Terms and Conditions

8.1.2.1 RESELLER will provide in standard, mechanized format, and U S WEST will accept at no charge, one primary listing for each main telephone number belonging to RESELLER's end users. Primary listings are defined in U S WEST general exchange tariffs.

8.1.2.2 RESELLER will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at U S WEST's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A.

8.1.2.3 Information on submitting and updating listings is available in U S WEST Facility Based and RESELLER Listings User Documents. U S WEST will furnish RESELLER the listings format specifications. Directory publishing schedules and deadlines will be provided to RESELLER.

8.1.2.4 RESELLER grants U S WEST a non-exclusive license to incorporate RESELLER's end user listings information into its directory assistance database. U S WEST will incorporate RESELLER end user listings in the directory assistance database. U S WEST will incorporate RESELLER's end user listings information in all existing and future directory assistance applications developed by U S WEST.

8.1.2.5 RESELLER end user listings will be treated the same as U S WEST's end user listings. No prior authorization shall be required for U S WEST to sell, make available, or release RESELLER's end user listings to directory publishers, directory assistance providers, or other third parties. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. U S WEST will not charge for updating and maintaining its listings database. RESELLER will not receive compensation from U S WEST for any sale of listings by U S WEST.

8.1.2.6 To the extent that state Tariffs limit U S WEST's liability with regard to listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to listings only.

8.1.2.7 U S WEST is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with RESELLER orders.

8.1.2.8 U S WEST provides non-discriminatory appearance and integration of white pages listings for all RESELLER's and U S WEST's end users. All requests for white pages directory listings, whether RESELLER or U S WEST end users, follow the same processes for entry into the listings database.

8.1.2.9 U S WEST will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that RESELLER has supplied U S WEST the necessary privacy indicators on such listings.

8.1.2.10 RESELLER white pages listings will be in the same font and size as listings for U S WEST customers, and will not be separately classified.

8.1.2.11 U S WEST processes for publication of white pages directory listings will make no distinction between RESELLER and U S WEST subscribers. RESELLER listings will be provided with the same accuracy and reliability as U S WEST's end user listings. U S WEST will ensure RESELLER listings provided to U S WEST are included in the white pages directory published on U S WEST's behalf using the same methods and procedures, and under the same terms and conditions, as U S WEST uses for its own end user listings.

8.1.2.12 U S WEST shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to RESELLER customers at parity with U S WEST end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon customer request.

8.1.2.13 RESELLER represents and warrants the end user information provided to U S WEST is accurate and correct.

8.1.2.14 RESELLER further represents and warrants that it has reviewed all listings provided to U S WEST, including end user requested restrictions on use, such as nonpublished and nonlisted.

8.1.2.15 RESELLER shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying U S WEST with the applicable listing information.

8.1.2.16 RESELLER agrees to provide to U S WEST its end user names, addresses and telephone numbers in a standard mechanized format, as specified by U S WEST.

8.1.2.17 RESELLER will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide U S WEST the means of identifying listings ownership.

8.1.2.18 Upon request by U S WEST, RESELLER shall submit proof to U S WEST of authorization from each end user for which RESELLER submits a change in end user's listing.

8.1.2.19 U S WEST will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

8.1.2.20 U S WEST will provide RESELLER a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

8.1.2.21 RESELLER may review and if necessary edit the white page listings prior to the close date for publication in the directory.

8.1.2.22 RESELLER is responsible for all dealings with, and on behalf of, RESELLER's end users, including:

8.1.2.22.1 All end user account activity (e.g., end user queries and complaints);

8.1.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to U S WEST);

8.1.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for RESELLER's end user information (if end user information provided by RESELLER to U S WEST does not contain a privacy indicator, no privacy restrictions will apply); and

8.1.2.22.4 Any additional services requested by RESELLER's end users.

8.1.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, U S WEST will provide subscriber lists information gathered in U S WEST's capacity as a provider of local exchange service on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms and conditions to RESELLER upon request for the purpose of publishing directories in any format.

8.1.2.24 U S WEST represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, U S WEST Dex, Inc.) (an "Affiliate"), requires such Affiliate to publish the directory listings of RESELLER contained in U S WEST's listings database so that RESELLER's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to U S WEST's end users.

8.1.3 Ordering Process

8.1.3.1 U S WEST provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

8.1.3.2 RESELLER listings can be submitted for inclusion in U S WEST white pages directories according to the directions in the U S WEST Listings User Documents for Facility Based and Resale RESELLERs, which is available on-line through the Interconnect and Resale Resource Guide:

<http://www.uswest.com/carrier/guides/interconnect/>

or will be provided in hard copy to RESELLER upon request. Initial information and directories are available in the Interconnect and Resale Resource Guide.

8.1.3.3 RESELLER can submit the Operations and Billing Forum ("OBF") developed forms incorporated in the Local Service Request via IMA, fax or EDI.

Section 9.0 - NETWORK SECURITY

9.1 Protection of Service and Property

9.1.1 Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

9.1.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. RESELLER is responsible for covering its employees on such security requirements and penalties.

9.1.3 The U S WEST telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. RESELLER is responsible for covering its employees on such security requirements and penalties.

9.1.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

9.1.5 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

9.1.6 Each Party shall comply at all times with U S WEST security and safety procedures and requirements.

9.1.7 RESELLER will train its employees, agents and vendors on U S WEST security policies and guidelines.

9.1.8 U S WEST is not liable for any damage, theft or personal injury resulting from Reseller's employees, agents or vendors parking in a U S WEST parking area.

9.2 Revenue Protection

9.2.1 U S WEST shall make available to RESELLER all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. U S WEST shall additionally provide partitioned

access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

9.3 Law Enforcement Interface

9.3.1 U S WEST provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

9.3.2 U S WEST provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of RESELLER, for any lines served from U S WEST Wire Centers or cross boxes.

9.3.3 In all cases involving telephone lines served from U S WEST Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, U S WEST will perform trap/trace Title III and pen register assistance directly with law enforcement. RESELLER will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where RESELLER must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. RESELLER will provide U S WEST with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

Section 10.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

10.1 Description

10.1.1 U S WEST has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between RESELLER's and U S WEST's OSS. These gateways provide security for the interfaces, protecting the integrity of the U S WEST OSS and databases. U S WEST's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that U S WEST has developed and shall provide to RESELLER. Additional technical information and details shall be provided by U S WEST in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." U S WEST will continue to make improvements to the electronic interfaces as technology evolves, providing notification to RESELLER consistent with the provisions of this Section.

10.1.2 Through its electronic gateways, U S WEST shall provide RESELLER non-discriminatory access to U S WEST's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale. U S WEST shall provide RESELLER access to its OSS in substantially the same time and manner as it provides to itself.

10.2 OSS Support for Pre-Ordering, Ordering and Provisioning

10.2.1 Local Service Request (LSR) Ordering Process

10.2.1.1 RESELLER shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI)

10.2.1.2 The IMA EDI interface provides a single interface for Pre-Order and Order transactions from RESELLER to U S WEST and is transaction based, rather than batch based. The interface standards for IMA EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards are specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.

10.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from RESELLER to U S WEST and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

10.2.1.4 Functions

10.2.1.4.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at:

http://www.uswest.com/carrier/training/imauser_42.html

10.2.1.4.2 Ordering and Provisioning. Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide Located at:

http://www.uswest.com/carrier/training/imauser_42html

10.2.1.5 Forecast of Usage

10.2.1.5.1 RESELLER shall supply U S WEST with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

10.2.1.5.2 U S WEST will use RESELLER's forecast to provide RESELLER sufficient capacity to provide the services and elements requested. If RESELLER exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, RESELLER's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. U S WEST will attempt to notify RESELLER before discontinuing RESELLER's use of the IMA GUI or IMA EDI server, however U S WEST reserves the right to discontinue use if it is unable to contact RESELLER.

10.2.1.5.3 When RESELLER requests from U S WEST more than fifty (50) SecureIDs, RESELLER shall use a T1 line instead of dial-up capabilities.

10.2.1.6 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from RESELLER to U S WEST. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables RESELLER listing data to be translated and passed into the U S WEST listing database. After U S WEST's daily batch processing, a Confirmation/Completion record (for every Purchase Order Number ("PON") provided on input) is returned to RESELLER via an EDI 855 transaction.

10.2.2 Maintenance and Repair

10.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to RESELLER. They facilitate the exchange of updated information and progress reports between U S WEST and RESELLER while the Trouble Report (TR) is open and a U S WEST technician is working on the resolution.

10.2.2.2 RESELLER shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

10.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

10.2.2.4 The IMA GUI also provides a single interface for trouble reporting from RESELLER to U S WEST and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

10.2.2.5 Functions

10.2.2.5.1 Maintenance and Repair. The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at:

<http://www.uswest.com/carrier/training/imarepguide.html>

10.2.3 Hours of Operation

10.2.3.1 U S WEST's electronic interface gateways will be available to RESELLERS as published in the IMA User's Guide located at:

http://www.uswest.com/carrier/training/imauser_42html

10.2.3.2 U S WEST shall notify RESELLERS regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.

10.2.3.3 The preceding times represent the period of when U S WEST commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist RESELLER. U S WEST's OSS interfaces are typically available 23 hours a day. RESELLER may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. U S WEST shall provide RESELLER current repair contact numbers.

10.2.4 Billing

10.2.4.1 For products billed out of the U S WEST Interexchange Access Billing System (IABS), U S WEST will utilize the existing CABS/BOS format and technology for the transmission of bills.

10.2.4.2 For products billed out of the U S WEST Customer Record Information System (CRIS), U S WEST will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

10.2.5 Outputs

Output information will be provided to RESELLER in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to RESELLER provide more detailed information than the bills. They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

10.2.5.1 Bills

10.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by U S WEST. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for RESELLER. These bills are segmented by state and bill cycle. The number of bills received by RESELLER is dictated by the product ordered and the U S WEST region in which RESELLER is operating. The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at:

http://www.uswest.com/carrier/guides/resource_guides.html

10.2.5.1.2 IABS Bill – The Integrated Access Billing System (“IABS”) Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, Local Access Transport Area (“LATA”), billing account number (“BAN”) and bill cycle. The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at:

http://www.uswest.com/carrier/guides/resource_guides.html

10.2.5.2 Files and Reports

10.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding U S WEST holidays. This information is a file of unrated U S WEST originated usage messages and rated RESELLER originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. U S WEST will provide this data to RESELLER with the same

level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale

10.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

10.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - U S WEST will distribute in-region intraLATA collect, calling card, and third number billed messages to RESELLER and exchange with other RESELLERS operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

10.2.5.2.4 Loss Report provides RESELLER with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed RESELLERS or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

- a) Resale

This report media is described in the Interconnect and Resale Resource Guide located at:

http://www.uswest.com/carrier/guides/resource_guides.html

10.2.5.2.5 Completion Report provides RESELLER with a daily report. This report is used to advise RESELLER that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Resale

This report media is described in the Interconnect and Resale Resource Guide located at:

http://www.uswest.com/carrier/guides/resource_guides.html

10.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between U S WEST and RESELLER. Category 1101 series records are used to exchange detailed access usage information.

10.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. The transmission method/media types available for these mechanized records are available in the Interconnect and Resale Resource Guide located at:

http://www.uswest.com/carrier/guides/resource_guides.html

10.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides Uniform Service Ordering Codes ("USOCs") and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

10.2.6 Modifications to OSS Interfaces

RESELLER and U S WEST agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, U S WEST shall draft appropriate interface specifications that shall be made available to RESELLER through the electronic gateway disclosure document located at <http://www.uswest.com/disclosures/netdisclosure409html-interface>. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the RESELLERS or as negotiated during the review session.

10.2.6.1 In the course of establishing operational ready system interfaces between U S WEST and RESELLER to support local service delivery, RESELLER and U S WEST may need to define and implement system interface specifications that are supplemental to existing standards. RESELLER and U S WEST will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

10.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the Co-Provider Industry Change Management Process (CICMP). U S WEST will provide to RESELLER the features list for modifications to the interface. Specifications for interface modifications will be provided to RESELLER three weeks prior to the release date. RESELLER is required to upgrade to the current release within six months of the installation date.

10.2.7 RESELLER Responsibilities for Implementation of OSS Interfaces

10.2.7.1 Before any RESELLER implementation can begin, RESELLER must completely and accurately answer the RESELLER Questionnaire. This questionnaire is provided by the U S WEST account manager and details information needed by U S WEST to establish service for RESELLER.

10.2.7.2 Once U S WEST receives a complete and accurate RESELLER Questionnaire, U S WEST and RESELLER will mutually agree upon time frames for implementation.

10.2.8 U S WEST Responsibilities for On-going Support for OSS Interfaces

10.2.8.1 U S WEST will support previous IMA EDI releases for six (6) months after the next subsequent IMA EDI release has been deployed.

10.2.8.2 U S WEST will provide written notice to RESELLER of the need to migrate to a new release.

10.2.8.3 U S WEST will provide an IMA EDI Implementation Coordinator to work with RESELLER for business scenario re-certification, migration and data conversion strategy definition.

10.2.8.4 Re-certification is the process by which RESELLERs demonstrate the ability to generate correct transactions for the new release. For each new release a decision will be made for each product as to the necessity of re-certification. U S WEST will provide the suite of tests for re-certification to RESELLER with the issuance of the disclosure document.

10.2.8.5 RESELLER Responsibilities for On-going Support for OSS Interfaces is documented in the next section.

10.2.9 RESELLER Responsibilities for On-going Support for OSS Interfaces

10.2.9.1 If using the IMA GUI interface, RESELLER must work with U S WEST to train RESELLER personnel on the IMA GUI functions that RESELLER will be using. U S WEST and RESELLER shall concur on which IMA GUI functions should be included in RESELLER's training. U S WEST and RESELLER shall make reasonable efforts to schedule training in a timely fashion.

10.2.9.2 An exchange protocol will be used to transport IMA EDI formatted content. RESELLER must perform certification testing of exchange protocol prior to using the IMA EDI interface.

10.2.9.3 If RESELLER is using the IMA EDI interface, U S WEST shall provide RESELLER with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of RESELLER to schedule an appointment with U S WEST for certification of its business scenarios. RESELLER must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to RESELLER, it is the sole responsibility of RESELLER to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to U S WEST, U S WEST will honor RESELLER's schedule through the use of alternative hours.

10.2.9.4 If RESELLER is using the IMA EDI interface, RESELLER must work with U S WEST to certify the business scenarios that RESELLER will be using in order to

ensure successful transaction processing. U S WEST and RESELLER shall mutually agree to the business scenarios for which RESELLER requires certification. Certification is granted only for a specific release of the IMA EDI interface.

10.2.9.5 New releases of the IMA EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the U S WEST coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to RESELLER as the new release is implemented. The suite of re-certification test scenarios will be provided to RESELLER with the disclosure document.

10.2.9.6 RESELLER will contact the U S WEST IMA EDI Implementation Coordinator to initiate the migration process. RESELLER must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

10.2.9.7 RESELLER will be expected to execute the re-certification test cases in the interoperability test environment. RESELLER will provide Purchase Order Numbers (PONs) of the successful test cases to U S WEST.

10.2.9.8 Additional information regarding the IMA EDI re-certification process is documented by the RESELLER Industry Team in *Converting to a New IMA EDI Release* located in the CICMP web site at:

<http://www.uswest.com/carrier/bulletins/cicmp.html>.

10.2.9.9 In the event of electronic interface trouble, RESELLER shall use its best efforts to isolate and resolve the trouble using the guidelines. If RESELLER cannot resolve the problem, then RESELLER should contact the RESELLER Systems Help Desk. The RESELLER Systems Help Desk is RESELLER's Single Point of Contact for electronic interface trouble.

10.2.10 RESELLER Support

10.2.10.1 U S WEST shall provide assistance to RESELLER to understand how to implement and use the OSS functions to which U S WEST is providing access. This assistance will include training, documentation, and CLEC Systems Help Desk.

10.2.10.2 CLEC Help Desk

10.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for RESELLER to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding U S WEST holidays. The Help Desk areas are further described below.

10.2.10.2.1.1 Connectivity covers trouble with RESELLER's access to the U S WEST system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration,

Profile Setup, and password verification.

10.2.10.2.1.2 System Availability covers system errors generated during an attempt by RESELLER to place orders or open trouble reports through IMA EDI and IMA GUI. These system errors are limited to: POTS and Repair.

10.2.10.2.1.3 File Outputs covers RESELLER's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

10.2.10.3 Additional assistance to RESELLERS is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at: <http://www.uswest.com/carrier/>.

10.2.11 Compensation/Cost Recovery

10.2.11.1 Recurring and nonrecurring charges, as applicable, will be billed at rates to be specified by the Commission at the completion of an appropriate Cost Docket hearing. On an interim basis, recurring and nonrecurring charges apply, as contained in Exhibit A of this Agreement.

10.3 Maintenance and Repair

10.3.1 Service Levels

10.3.1.1 U S WEST will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which U S WEST provides for itself.

10.3.1.2 During the term of this Agreement, U S WEST will provide necessary maintenance business process support to allow RESELLER to provide similar service quality to that provided by U S WEST to its end users.

10.3.1.3 U S WEST will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

10.3.2 Branding

10.3.2.1 Should U S WEST need to use various forms for communication with RESELLER end users (while out on premise dispatches on behalf of RESELLER, for example), U S WEST will use unbranded forms.

10.3.2.2 If required by RESELLER, U S WEST will use branded forms at RESELLER's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

10.3.3 Service Interruptions

10.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

10.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

10.3.3.3 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

10.3.4 Trouble Isolation

10.3.4.1 Pursuant to applicable South Dakota Exchange and Network Services Catalog, Section 13, U S WEST will bill appropriate Trouble Isolation Charges for dispatched work done by U S WEST where the trouble is found to be on the end user's side of the NID or trouble is found to be in RESELLER's portion of the network.

10.3.4.2 Other Trouble Isolation Charges may be imposed by U S WEST on RESELLER for other internal repair work incurred on behalf of RESELLER and later found to be in RESELLER network components.

10.3.5 Inside Wire Maintenance

10.3.5.1 Except where specifically required by state or federal regulatory mandates, U S WEST will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for RESELLER or its end users.

10.3.6 Testing/Test Requests/Coordinated Testing/Unbundled Network Elements ("UNEs")

10.3.6.1 Prior to any test being conducted on a line, U S WEST must receive a trouble report from RESELLER.

10.3.6.2 U S WEST end users are not given test results. On manually-reported trouble, U S WEST will not provide to RESELLER the test results for its trouble reports. For electronically-reported trouble, RESELLER may be provided various basic test results.

10.3.7 Workcenter Interfaces

10.3.7.1 U S WEST and RESELLER shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

10.3.8 Misdirected Repair Calls

10.3.8.1 RESELLER and U S WEST will employ the following procedures for handling misdirected repair calls:

10.3.8.1.1 RESELLER and U S WEST will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

10.3.8.1.2 End users of RESELLER shall be instructed to report all cases of trouble to RESELLER. End users of U S WEST shall be instructed to report all cases of trouble to U S WEST.

10.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

10.3.8.1.4 RESELLER and U S WEST will provide their respective repair contact numbers to one another on a reciprocal basis.

10.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. Either U S WEST or RESELLER may respond with accurate information in answering end-user questions.

10.3.9 Major Outages/Restoral/Notification

10.3.9.1 U S WEST will notify RESELLER of major network outages as soon as is practical. This notification will be via e-mail to RESELLER's identified contact. With the minor exception of certain proprietary information, U S WEST will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within U S WEST. Service restoration will be non-discriminatory and will be accomplished as quickly as possible according to U S WEST and/or industry standards.

10.3.9.2 U S WEST will meet with associated personnel from RESELLER to share contact information and review U S WEST's outage restoral processes and notification processes.

10.3.9.3 U S WEST's emergency restoration process operates on a 7X24 basis.

10.3.10 Protective Maintenance

10.3.10.1 U S WEST will perform scheduled maintenance equal in quality to that which it provides to itself.

10.3.10.2 U S WEST will work cooperatively with RESELLER to develop industry-wide processes to provide as much notice as possible to RESELLER of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

10.3.11 Hours of Coverage

10.3.11.1 U S WEST's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, U S WEST's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

10.3.12 Escalations

10.3.12.1 U S WEST will provide trouble escalation procedures to RESELLER. Such procedures will be based on the processes U S WEST employs for its own end users. U S WEST escalations are manual processes.

10.3.12.2 U S WEST repair escalations begin with calls to the up-front trouble reporting centers.

10.3.13 Dispatch

10.3.13.1 U S WEST will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

10.3.13.2 Upon the receipt of a trouble report from RESELLER, U S WEST will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. U S WEST will dispatch repair personnel on occasion to repair the condition. It will be U S WEST's decision whether or not to send a technician out on a dispatch. U S WEST reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should RESELLER require a dispatch when U S WEST believes the dispatch is not necessary, appropriate charges will be billed by U S WEST to RESELLER for those dispatch-related costs.

10.3.13.3 For POTS lines, U S WEST will not request authorization from RESELLER prior to dispatch. For lines supported by U S WEST's designed services process, U S WEST may accept RESELLER authorization to dispatch. U S WEST's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, RESELLER will be notified.

10.3.13.4 RESELLER shall perform appropriate trouble isolation and screening prior to submitting a trouble report to U S WEST.

10.3.14 Electronic Reporting

10.3.14.1 RESELLER may submit Trouble Reports through the IMA GUI or MEDIACC EB.

10.3.15 Intervals/Parity

10.3.15.1 Similar trouble conditions, whether reported on behalf of U S WEST end users or on behalf of RESELLER end users, will receive similar commitment intervals.

10.3.16 Jeopardy Management

10.3.16.1 Notification to RESELLER will be given on the same basis that a trouble report interval is likely to be missed.

10.3.17 Trouble Screening

10.3.17.1 RESELLER shall screen and test its end user trouble reports completely enough to insure that it sends to U S WEST only trouble reports that involve U S WEST facilities.

10.3.17.2 U S WEST will cooperate with RESELLER to show RESELLER how U S WEST screens trouble conditions in its own centers, so that RESELLER will employ similar techniques in its centers.

10.3.18 Maintenance Standards

10.3.18.1 U S WEST will cooperate with RESELLER to meet the maintenance standards outlined in this Agreement.

10.3.18.2 On manually-reported trouble, U S WEST will inform RESELLER of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

10.3.19 End User Interfaces

10.3.19.1 RESELLER will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

10.3.19.2 All U S WEST employees who perform repair service for RESELLER end users will be trained in non-discriminatory behavior.

10.3.20 Repair Call Handling

10.3.20.1 Manually-reported repair calls by RESELLER to U S WEST will be answered with the same quality and speed as U S WEST answers calls from its own end users.

10.3.21 Single Point of Contact

10.3.21.1 U S WEST will provide a single point of contact for RESELLER to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to RESELLER for each category of trouble situation being encountered.

10.3.22 Network Information

10.3.22.1 U S WEST maintains an information database, available to RESELLER for the purpose of allowing RESELLER to obtain information about U S WEST's Numbering Plan Areas ("NPAs"), LATAs, Access Tandems and Central Offices.

10.3.22.2 This database is known as the Interconnection ("ICONN") database, available to RESELLER via U S WEST's Web site.

10.3.22.3 Customer Proprietary Network Information ("CPNI") information and NXX activity reports are also included in this database.

10.3.22.4 ICONN is updated every two weeks.

10.3.23 Maintenance Windows

10.3.23.1 Generally, U S WEST performs major switch maintenance activities off-hours, during certain "maintenance windows".

10.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

10.3.23.3 Although U S WEST normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

10.3.23.4 Planned generic upgrades to U S WEST switches are included in the ICONN database, available to RESELLER via U S WEST's Web site.

Section 11.0 - U S WEST Dex

11.1 U S WEST and RESELLER agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between RESELLER and directory publishers, including U S WEST Dex. U S WEST acknowledges that RESELLER may request U S WEST to facilitate discussions between RESELLER and U S WEST Dex.

Section 12.0 - SERVICE PERFORMANCE

[U S WEST is currently developing performance measures in a process created by the Regional Oversight Committee (ROC). U S WEST will amend this Agreement when the ROC process is complete to incorporate all aspects of the ROC final decision.]

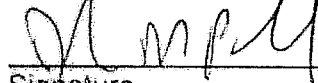
SECTION 13 - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DPI Teleconnect, L.L.C.



Signature

David M. Pikoff

Name Printed/Typed

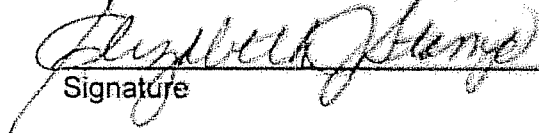
Vice President

Title

8/17/00

Date

U S WEST Communications, Inc.



Signature

Elizabeth J. Stamp

Name Printed/Typed

Director - Interconnect

Title

08/14/00

Date

EXHIBIT A - SOUTH DAKOTA RATES

LOCAL EXCHANGE SERVICES RESALE OF SERVICES

The Parties agree the following charges apply to the Resale of Local Services:

1. Nonrecurring Charges.

- a. Customer Transfer Charge (CTC): The following nonrecurring charges apply when converting a USW account to a RESELLER account or when changing an end user from one reseller to another.

<u>Category of Service</u>	<u>Nonrecurring Charge</u>
Residence or Business Mechanized	
First Line	\$14.56
Each Additional Line	\$ 6.57
Residence or Business Manual	
First Line	\$27.52
Each Additional Line	\$ 7.12
Private Line Transport	
First Circuit	\$45.08
Additional Circuits, Same CSR	\$31.19
Advanced Communications Services, Per circuit	\$50.48

- b. Product Specific Nonrecurring Charge: As set forth in USW tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.

2. Except as qualified below, all USW telecommunications services, including IntraLATA Toll, shall be available for resale at a 15.49% discount.

- a. The following services are not available for resale:

- Customer Premises Equipment (separately or in a package)
- Enhanced Services
- USW Calling cards
- Inside Wire (including installation, sale or maintenance)
- Concession Service

- b. The following services are available only to the same class of customer eligible to purchase that service from USW:

- Grandfathered
- Residence
- Lifeline/Link-up

c. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:

- Public Access Lines
- Private Line Used For Special Access

3. Daily Usage Record File: Recurring Charge - \$.0011 per record.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of August 24, 2000 through August 30, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT00-099 In the Matter of the Complaint filed by Jim and Georgia Bacon, Custer, South Dakota, against Lightyear Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainants claim they did not authorize a switch in their service. The Complainants request "the full dollar amount suitable for this type of case" as relief.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/29/00
Intervention Deadline: NA

CT00-100 In the Matter of the Complaint filed by Earl A. Eliason on behalf of Earl's Barber Shop, Philip, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

The complainant alleges that his long distance services were switched without his authorization and he has received billings and charges which he disputes. He reports that he has requested a copy of the verification tape and this has not been provided. The complainant requests that if AT&T cannot prove that he agreed to their calling plan he wants the following: 1. A signed statement that he did not agree to this plan and the switch was done without his consent. 2. A refund of \$16.45. 3. A check for \$750.00 for his trouble.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 08/30/00
Intervention Deadline: NA

CT00-101 In the Matter of the Complaint filed by Terry L. Vellek, Sioux Falls, South Dakota, against Qwest Communications, Inc. Regarding a Billing Dispute.

The Complainant has had continuing billing problems with Qwest over the past two years which include toll charges and Universal Service Fund charges. Qwest has indicated that the calls were dialed directly using 10-10 numbers. The Complainant is seeking \$1000 in relief.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 08/30/00
Intervention Deadline: NA

NATURAL GAS

NG00-007 In the Matter of the Filing by NorthWestern Public Service Company for Approval of Tariff Revisions.

NorthWestern Public Service has filed to revise its South Dakota Natural Gas Tariff by adjusting its fuel retention percentage. The Gas Transportation Tariff General Terms and Conditions call for the retention percentage for the Company's South Dakota distribution system to be adjusted annually based upon the actual percentage incurred by the Company in the prior year.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 08/25/00
Intervention Deadline: 09/11/00

TELECOMMUNICATIONS

TC00-129 In the Matter of the Application of Zone Telecom, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Zone Telecom, Inc. is seeking a Certificate of Authority to provide facilities-based and resold intrastate interexchange and alternative operator telecommunications services in South Dakota. The applicant intends to provide a variety of competitive telecommunications services including prepaid calling cards, retail and wholesale interLATA private line, retail and wholesale calling cards, retail and wholesale switched interLATA long distance, and operator services.

Staff Analyst: Heather Forney
Date Docketed: 08/24/00
Intervention Deadline: 09/15/00

TC00-130 In the Matter of the Filing by the Local Exchange Carriers Association for Approval to Add Additional Exchanges to Interstate Telecommunications Cooperative, Inc. and Vivian Telephone Company and for a Few Minor Text Changes.

On August 29, 2000, the Local Exchange Carriers Association (LECA) filed revised pages of its Tariff No. 1. The purpose of the revisions is to reflect additional exchanges participating in the tariff and a few minor textual changes.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 08/29/00
Intervention Deadline: 09/15/00

TC00-131 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications and Qwest Corporation.

A first amendment to an interconnection agreement between Qwest Corporation and Brookings Municipal Utilities Telephone Department d.b.a. Swiftel Communications has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-204 and was effective February 18, 1999. The First Amendment will include the Terms and Conditions for Inter Local Calling Area (InterLCA Facility). Any party wishing to comment on the First Amendment may do so by filing written comments with the Commission and the parties to the amendment no later than September 19, 2000. Parties to the amendment may file written responses to the comments no later than twenty days after the service of the initial comments.

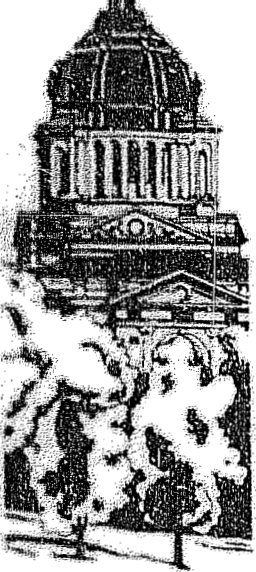
Staff Attorney: Karen Cremer
Date Docketed: 08/30/00
Initial Comments Due: 09/19/00

TC00-132 In the Matter of the Filing for Approval of a Resale Agreement between Qwest Corporation and DPI Teleconnect, L.L.C.

A Resale Interconnection Agreement between Qwest Corporation and DPI Teleconnect, L.L.C. was filed with the Commission for approval. The agreement is a negotiated agreement setting forth certain arrangements to provide, within the geographical areas where Qwest is the incumbent local exchange carrier, the unbundled network element platform and/or services for resale of local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than September 19, 2000. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Karen Cremer
Date Docketed: 08/30/00
Initial Comments Due: 09/19/00

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South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

November 15, 2000

DPI Teleconnect, Inc.
Kyle Dickson
2525 South Shore Boulevard, Suite 410
League City, Texas 77573

RE: Interconnection Agreement between DPI and Qwest
Docket TC00-132

Dear Mr. Dickson:

On October 24, 2000, I left a message at your office regarding Staff's recommendation of disapproval of the above-referenced Interconnection Agreement. Staff's recommendation is based on the failure of your company to file an application for a Certificate of Authority from the South Dakota Public Utilities Commission. As of today's date, such an application has not been filed.

Please be advised that this matter will be placed on the Commission's December 12, 2000, agenda and Staff will be recommending disapproval of the Interconnection Agreement.

Sincerely,

Karen E. Cremer
Staff Attorney

cc: Harlan Best
Tom Welk

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November 21, 2000

Ms. Karen E. Cremer
Staff Attorney
South Dakota Public Utilities Commission
State Capitol Bldg.,
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: Interconnection Agreement between dPi and Qwest Docket TC00-132

Dear Ms. Cremer

Please be advised that DPI-Teleconnect, L.L.C. will not be filing an Application for a Certificate of Authority in the state of South Dakota. Therefore, the Interconnection Agreement with QWest will not be needed.

Please date-stamp the enclosed extra copy of this letter and return it to the undersigned in the self-addressed stamped envelope provided. If you have any questions, please contact me at (713) 440-4103.

Respectfully submitted,

Kyle L. Dickson

RECEIVED

NOV 27 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR)	ORDER DISAPPROVING
APPROVAL OF A RESALE AGREEMENT)	AGREEMENT
BETWEEN QWEST CORPORATION AND DPI)	
TELECONNECT, L.L.C.)	TC00-132

On August 30, 2000, the South Dakota Public Utilities Commission (Commission) received a filing from Qwest Corporation (Qwest) for approval of a negotiated resale agreement between Qwest and DPI Teleconnect, L.L.C. (DPI) pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

On August 31, 2000, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until September 19, 2000, to do so. No parties filed comments.

At its duly noticed December 12, 2000, meeting, the Commission considered whether to approve the interconnection agreement between Qwest and DPI. Commission Staff recommended not approving the agreement as DPI did not have a certificate of authority to provide local service in South Dakota. Staff also reported that on November 27, 2000, a letter was received from DPI stating they did not wish to pursue the interconnection agreement.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-81, and the Federal Telecommunications Act of 1996. Upon review of the agreement, the Commission found that pursuant to 47 U.S.C. § 252(e)(2)(A), the implementation of this agreement would be inconsistent with the public interest, convenience, and necessity. It is therefore

ORDERED, that pursuant to 47 U.S.C. § 252(e) and SDCL 49-31-81, the Commission does not approve the interconnection agreement which is the subject of this docket.

Dated at Pierre, South Dakota, this 20th day of December, 2000.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Alaine Kelso</i></u>
Date: <u>12/31/00</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner