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DOCKET NO. _____

In the Matter of _____ IN THE MATTER OF THE FILING FOR
 _____ APPROVAL OF AN AGREEMENT FOR
 _____ INTERCONNECTION AND ANCILLARY
 _____ SERVICES BETWEEN FIBERCOMM,
 _____ L.C. AND LONG LINES METRO, LLC

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/13 03	Filed and Docketed;
2/20 03	Weekly Filing;
3/25 03	Order Approving Agreement;
3/25 03	Docket Closed.

February 11, 2003

RECEIVED

FEB 13 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Executive Director
South Dakota Public Utilities Commission
Capitol Bldg., 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

SUBJECT: TC _____ FiberComm, L.C. and Long Lines Metro, LLC-
Negotiated Agreement for Interconnection and Local Number Portability.

Dear Sir:

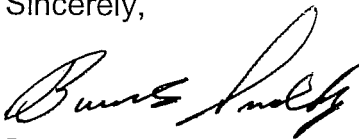
Enclosed is one copy, per Kelly Frazier, SDPUC Staff Attorney, of the FiberComm, L.C. and Long Lines Metro, LLC joint filing of a negotiated agreement for local interconnection and local number portability in South Dakota. This executed agreement provides for interconnection, exchanging local exchange traffic and local number portability between the parties.

This agreement does not discriminate against non-party carriers, is consistent with the public interest, convenience, and necessity as the parties understand the terms and conditions of this agreement will be available to non-party carriers. The agreement is pro-competitive as it allows for customers of either company to change carriers and retain their current telephone number(s). In addition, it provides terms and conditions for direct exchange of traffic between FiberComm and Long Lines without the need for an intermediary carrier.

FiberComm, L.C. and Long Lines Metro, LLC respectfully request the Commission approve this voluntary negotiated agreement.

Questions regarding this agreement may be directed to me at 515/334-4026.

Sincerely,



Burnie E. Snoddy
Senior Telecommunications Consultant

Enclosure

TC03-049

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FEB 13 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

AGREEMENT FOR INTERCONNECTION AND ANCILLARY SERVICES

BETWEEN

Fiber Comm, L.C.

And

Long Lines Metro, LLC.

IN THE STATE OF

South Dakota

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EXHIBITS

EXHIBIT A – Rates

ATTACHMENT I

Section 1.0 - GENERAL TERMS

1.1 This Agreement For Local Interconnection ("Agreement") made this ____ day of 2002, is by and between FiberComm, L.C., an Iowa Limited Liability Company, hereinafter called FiberComm, and Long Lines Metro, LLC a Delaware Limited Liability Company, hereinafter called Metro. FiberComm and Metro may also be referred to herein singularly as a "Party" or collectively as "the Parties."

1.2 This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to other Party requesting network Interconnection and Ancillary services within the geographical areas in which both Parties are providing local exchange service at that time, within the state South Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 The terms and conditions of this Agreement shall be governed by and construed in accordance with the Act and the Commission's and FCC's Rules and Regulations, and any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

Section 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, the Parties will not provide or establish Interconnection and/or ancillary services in accordance with the terms and conditions of this Agreement prior to execution of this Agreement. Thereupon, the Parties shall negotiate an interconnection implementation schedule as it applies to obtaining of Interconnection and ancillary services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly provide the necessary information for processing of request for service.

3.3 Prior to placing any orders for services under this Agreement, the Parties will finalize an interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the interconnection implementation schedule.

Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between the Parties for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

4.3 "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.

4.4 "Application Date" or "APP" means the date one Party provides the other Party a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.7 "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.

4.8 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

4.9 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

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

4.10.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.10.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service EAS/Local Traffic.

4.11 "Commission" means the South Dakota Public Utilities Commission.

4.12 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.13 "Competitive Local Exchange Carrier" or "CLEC" refers to the Party that has submitted a request, pursuant to the General Terms and the Implementation Schedule of this Agreement, to obtain Interconnection, access to unbundled network elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier ("ILEC").

4.14 "Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.15 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.16 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.18 "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 a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.19 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

4.20 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by Qwest's then current EAS/local serving areas, and as determined by the Commission.

4.21 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.22 "Firm Order Confirmation Date" or "FOC" means the notice the providing Party provides to the requesting Party to confirm that the requesting Party Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by providing Party for the provisioning of the service requested.

4.23 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

4.24 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

4.25 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.26 "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.

4.27 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI of a Party's network and the other Party's network for the purpose of completing calls from the Parties end user customers. Exchange Service EAS/Local calls begin and end within a Local Calling Area or Extended Area Service (EAS) area, which has been defined by the Commission. Trunking connections for these local calls may exist between the Parties End Offices. Exchange Access (Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.

4.28 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.29 "Main Distribution Frame" or "MDF" means a distribution frame (e.g., COSMIC frame) used to connect cable pairs and line and trunk equipment terminals on a switching system.

4.30 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.31 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.32 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a CLEC and CLEC) jointly provide Switched Access Service including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access tariffs.

4.33 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.34 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

4.35 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.36 "Party" means either FiberComm or Metro and "Parties" means FiberComm and Metro. As this Agreement is intended to be a reciprocal agreement the following terms used in this Agreement shall have the meaning as follows: "Providing Party" shall mean the party providing the service according to the terms of this Agreement and "Requesting Party" shall mean the party requesting the service according to the terms this Agreement.

4.37 "Plant Test Date" or "PTD" means the date acceptance testing is performed with the requesting Party.

4.38 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs (including a CLEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.39 "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.

4.40 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.41 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

4.42 "Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

4.43 "Scheduled Issued Date" or "SID" means the date the order is entered into the providing Party's order distribution system.

4.44 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (*i.e.*, Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.45 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer end-user Premises.

4.46 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.47 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.48 Small Exchange Carrier Access Billing" or "SECAB" means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

4.49 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 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.

4.50 "Tariff" as used throughout this Agreement refers to the Parties interstate Tariffs and intrastate Tariffs, price lists, price schedules and catalogs.

4.51 "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.

4.52 "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.

4.53 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched.

4.54 "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.55 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 shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users. Each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

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

5.1.5 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.

5.1.6 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 The initial term will be for 1 year from the Effective Date. Thereafter, this Agreement will be renewed for successive one-year terms on the anniversary of the Effective Date unless the Parties forward a written request to terminate to the other Party not less than 90 days prior to the expiration date or it may terminate within 90 days of written mutual agreement.

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.

5.3.2 The Parties shall make POAs available to each other upon request, in accordance with applicable laws and rules. 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 The Parties will prepare bills in accordance with industry standards and shall provide a bill for services monthly. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of the invoice. If either Party fails to pay for service when due, the billing Party shall include in the next bill late payment charges equal to 1.5 percent per month, or the maximum amount allowed by law, whichever is less.

5.4.2 Disputes: The billed Party shall, in writing, advise the billing Party of any disputes with respect to a billing within sixty (60) calendar days of the receipt of the invoice and include the specific details and reasons for disputing each item. The Parties 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. Should the dispute be found in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final determination of such dispute. The billing Party may disconnect service to the billed Party upon providing ten (10) days' written notice and obtaining PSC approval.

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 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage adequate to cover its liability.

5.7 Force Majeure

5.7.1 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.

5.8 Limitation of Liability

5.8.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

5.9 Indemnity

5.9.1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

5.10 Intellectual Property

5.10.1 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.

5.10.2 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.

5.10.3 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.

5.10.4 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.

5.10.5 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 marketing, 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 in any marketing, advertising or promotional activities or materials.

5.11 Warranties

5.11.1 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.

5.12 Assignment

5.12.1 This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

5.13 Default

5.13.1 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.

5.14 Disclaimer of Agency

5.14.1 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.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

5.16 Nondisclosure

5.16.1 In the course of administering this Agreement, either Party may gain access to customer information, employee information, financial information, and information concerning the facilities and technical capabilities of the other Party. It is agreed that all such information, except such customer information as is needed to provide to directories and 911 services, shall be treated as Proprietary Information which shall not be disclosed to any other party or used for any purpose other than the administration of this Agreement.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the one 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.

5.18 Dispute Resolution

5.18.1 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and

correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

If any claim, controversy or dispute between the Parties cannot be resolved through negotiation, either party shall have the option of referring the matter either to the appropriate regulatory agency or to arbitration. Arbitration may be used only with the consent of both Parties. If Arbitration is used, it shall be resolved by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, shall govern the arbitration of all Disputes. The arbitrator shall not have authority to award punitive damages. 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 subject to review by the Commission. The Parties shall submit a copy of each arbitration opinion to the Commission. The arbitrator's decision shall remain in effect unless the Commission acts to suspend, modify or reject the decision within 45 days.

Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

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.

5.19 Controlling Law

5.19.1 This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1934 as amended in 1996 and the laws of the State of Iowa and South Dakota, as applicable. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

5.20 Responsibility for Environmental Contamination

5.20.1 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.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent to Long Lines Metro at the addresses shown below:

Long Lines Metro, LLC
Paul Bergman
501 4th Street
Sergeant Bluff, IA 51054

and to FiberComm at the address shown below:

FiberComm, L.C.
Mr. James J. McKenna, Vice President
P.O. Box 416
Sioux City, IA 51101

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

5.22 Responsibility of Each Party

5.22.1 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.

5.23 No Third Party Beneficiaries

5.23.1 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.

5.24 Referenced Documents

5.24.1 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, 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, 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.

5.25 Publicity

5.25.1 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.

5.26 Executed in Counterparts

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

5.27 Compliance

5.27.1 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, the Parties agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 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.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of 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.

5.30 Amendments

5.30.1 When this document is being used as an interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.31 Entire Agreement

5.31.1 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.

Section 6.0 - INTERCONNECTION

6.1 Interconnection Facility Options

6.1.1 This Section describes the Interconnection of the Parties networks for the purpose of exchanging Exchange Service EAS/Local Traffic. Each Party will provide Interconnection at the trunk side of an end office switch. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches for the exchange of Exchange Service EAS/Local Traffic.

6.1.1.1 The Parties will provide to each other interconnection at least equal in quality to that provided to itself.

6.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Each Party shall establish a Point of Interconnection in the Sioux City local calling area. The Parties shall establish, as follows, the following interconnection agreements within each local calling area.

6.1.2.1 A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. The Mid-Span Meet POI shall be located Sioux City to a point described as agreed upon in the Orpheum Building, 520 Pierce Street, Room 620, Sioux City, Woodbury County, Iowa, and Metro shall be responsible for providing the trunks from that point to its central office in Sergeant Bluff. Each Party will be responsible for its portion of the facilities to the Mid-Span Meet POI.

6.2 Exchange of Traffic

6.2.1 Description

6.2.1.1 This Section addresses the exchange of traffic between one Party's network and the other Party's network. Neither Party will interconnect or deliver traffic to the other from third parties. Neither Company shall deliver traffic from its subscribers outside the local calling area as specified above, either by means of central office translations or by call forwarding. Neither Company will deliver traffic on the trunks provided for in this agreement, which would otherwise be subject to access charges or other compensation. Unless otherwise agreed to by the Parties, via an amendment to

this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

6.2.1.2 The traffic types to be exchanged under this Agreement include:

6.2.1.2.1 EAS/Local Exchange Service EAS/Local Traffic as defined in this Agreement.

6.2.1.2.2 Traffic having special billing or trunking requirements will not be provided in this agreement. Such traffic may include, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify; and
- d) Toll free services.

6.2.2 Terms and Conditions

6.2.2.1 Transport and Termination of Exchange Service EAS/Local Traffic.

6.2.2.1.1 Exchange Service EAS/Local Traffic will be terminated as Local Interconnection Service (LIS).

6.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service EAS/Local Traffic will occur in as follows:

6.2.2.1.2.1 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements and must be mutually agreed.

6.2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office. Transport will be direct trunked transport.

6.2.2.2 Transit Traffic

6.2.2.2.1 Neither Party will transit traffic from a third party to the other Party's network.

6.2.2.3 Jointly Provided Switched Access. Neither Party will deliver traffic subject to access on the LIS trunks. This type of traffic is discussed separately in this Agreement.

6.2.2.4 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks will be handled in accordance with industry standards.

6.2.2.5 Switching Options.

6.2.2.5.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling will be provided for LIS trunks. Each Party will be responsible for its own arrangements to provide SS7 Out-of-Band Signaling and must be requested on the order for the new LIS trunks. Each of the Parties will provide for interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394.

6.2.2.5.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. The Parties will provide each other with its capability for Clear Channel Capability.

6.2.2.6 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or at the Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

6.2.2.7 LIS Forecasting

6.2.2.7.1 Both Parties shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

6.2.2.7.2 The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each Party.

6.2.2.7.3 Switch growth jobs are custom jobs with a minimum six-month timeframe from the vendors. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize standard forecast timelines.

6.2.2.7.4 For ordering information see the Interconnection – Ordering Section.

6.2.2.7.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing. See the Interconnection Exchange of Traffic Section.

6.2.2.7.6 In addition to the above information, the following information will be available through the Local Exchange Routing Guide. The LERG is available through Telcordia.

- a) Each Party's end offices (LERG);
- b) CLLI codes (LERG);
- c) Switch type (As Provided); and

6.2.2.7.7 The following terms shall apply to the forecasting process:

- a) Each Party's forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.
- b) Forecasts shall be deemed Confidential Information.

6.2.2.7.8 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.2.2.7.9 Interconnection facilities provided on a route, which involves extraordinary circumstances shall be subject to the Construction Charges, as detailed in the Construction Charges Section of this Agreement. Each Party may also choose to work in good faith to identify and locate alternative routes, which can be used to accommodate forecasted build.

6.2.2.8 Trunking Requirements

6.2.2.8.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

6.2.2.8.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements and must be mutually agreed.

6.2.2.8.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements – Jointly Provided Switched Access vs. Exchange Service EAS/Local Traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement will not be provided.

- a) Combined Exchange Access (Toll) and Jointly Provided Switched Access trunks;
- b) Exchange Service (EAS/Local) trunks; the Parties agree to route Enhanced Service Provider traffic over the Exchange Service EAS/Local Trunk group. However, if the FCC determines that access charges shall apply to this traffic, the Parties will re-evaluate this Agreement;
- c) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);
- d) 911/E911 trunks;
- e) Operator services trunks (where the switch type requires separation from Directory Assistance trunks); and
- f) Mass calling trunks will not be provided on LIS trunks.

6.2.2.8.4 Trunk group connections will be made at a DS1 or multiple DS1 level of exchange of EAS/Local traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and toll free service trunk groups not be provided in this agreement.

6.2.2.8.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

- a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement.

6.2.2.8.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on end office switches. No EAS/local trunk groups shall be terminated on access tandems.

6.2.2.8.7 The Parties agree to exchange Exchange Service EAS/Local Traffic in the same EAS/Local area, defined for Qwest by the Commission, as such traffic originated.

6.2.2.8.8 Host-Remote. When a Wire Center is served by a remote end office switch or remote terminal, the originating Party will deliver traffic to the host central office. Neither Party will deliver traffic directly to the remote end office switch or to the remote terminal.

6.2.2.9 Testing

6.2.2.9.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.2.9.2 Testing Capabilities

6.2.2.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type).

6.2.2.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates. Testing fees will be paid by the requesting Party when requesting the testing.

6.2.2.10 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

6.3 Reciprocal Compensation

6.3.1 Interconnection Facility Options

The Reciprocal Compensation provisions of this Agreement shall apply to the exchange of Exchange Service EAS/Local Traffic between the Parties networks. Neither Party will interconnect or deliver traffic to the other from third parties. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange local traffic between their respective networks without the use of third party transit providers.

6.3.2 Interconnection Trunking

6.3.2.1 Direct Trunked Transport is not offered in this agreement.

6.3.2.2 The Parties will establish LIS two-way trunks, for reciprocal exchange of Exchange Service EAS/Local Traffic, Each Party will bear the burden of its own cost of the LIS two-way facilities.

6.3.2.3 Multiplexing is not offered in this agreement.

6.3.3 Trunk Nonrecurring charges

6.3.3.1 Each Party will install its own trunks and nonrecurring charges do not apply.

6.3.4 Exchange Service EAS/Local Traffic

6.3.4.1 End Office Call Termination

6.3.4.1.1 For purposes of this Agreement, end office call termination functions for Exchange Service (EAS/Local) traffic shall be based upon bill and keep as a reciprocal compensation mechanism until otherwise agreed to between the Parties. The Parties agree that bill and keep is defined as a mechanism under which neither Party will apply a reciprocal compensation rate (which shall include the end office and

tandem rate) for local traffic originated by one Party and terminated by the other Party. In addition, for compensation purposes for the exchange of "Internet-related traffic" the Parties will not bill each other. For purposes of this Agreement, "Internet-related traffic" refers to dial-up access through an entity which combines computer processing information storage, protocol conversion, and routing with transmission to enable users to access internet content or data services.

6.3.4.1.2 For purposes of call termination, Each Party's switch(es) shall be treated as end office switch(es).

6.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation on a mutual exchange of traffic basis, only applies to EAS/Local Traffic and further agree that the FCC has determined that Internet related traffic originated by either Party (the "Originating Party") and delivered to the other Party, (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is EAS/Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be EAS/Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

6.3.4.1.4 Neither Party shall deliver to the other for call termination traffic associated with third party traffic that transits that Party's network.

6.3.4.2 Tandem Switched Transport

6.3.4.2.1 Not applicable to this agreement.

6.3.5 Miscellaneous Charges

6.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions described in the applicable access service tariff(s).

6.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with prior approval within the same timeframes as the Party provides for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in applicable access service tariff.

6.3.5.3 Construction charges are described in the Parties tariffs.

6.3.6 Exchange Access (Toll) Traffic. Neither Party will deliver toll traffic routed directly to an end office.

6.3.7 Transit Traffic.

Transit Traffic is not provided for in this agreement.

6.4 Ordering

6.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (*i.e.*, Direct Trunked Transport); 3) the number of trunks to be provisioned at an end office; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

6.4.2 For each NXX code assigned to a Party by the NANPA, that Party will provide the other Party with the CLLI codes of the Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, each Party will also provide the other with the assigned Two-Six Code (TGSN) to which each NXX will be routed. This information can be provided as agreed by the Parties, and is required to ensure that both Parties route the other's traffic appropriately.

6.4.3 A joint planning meeting will precede initial trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity.

6.4.4 Trunks will be ordered to end offices directly for Exchange Service EAS/Local Traffic. Exchange Access (toll) and Jointly Provided Switched Access traffic are not provided for in this agreement.

6.4.5 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be determined on an Individual Case Basis

6.4.7 The ordering Party may cancel an order for LIS at any time prior to notification by the other Party that service is available for the ordering Party's use. If ordering Party is unable to accept LIS within 30 calendar days after the original service date, ordering has the following options:

- a) The order for LIS will be canceled; cancellation charges as noted in 6.3.5.1 apply.

6.5 Jointly Provided Switched Access Services

6.5.1 Jointly Provided Switched Access Service is not provided for in this agreement.

Section 7.0 - ANCILLARY SERVICES

7.1 Interim Number Portability

Interim Number Portability will not be provided in this agreement.

7.2 Local Number Portability

7.2.1 The Parties will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner.

7.2.2 The Parties will offer Local Number Portability in compliance with the FCC's rules and regulations. Deployment of LNP will be in accordance with the FCC's implementation schedule. In accordance with industry guidelines, the publication of LNP capable switches will be identified in the Local Exchange Routing Guide (LERG) and the schedule and status for future deployment will be determined in compliance with the FCC's rules and regulations.

7.2.3 Upon implementation of LNP pursuant to FCC regulations, both Parties agree to conform to and provide such LNP. Both Parties will conform to LNP industry guidelines, as identified in CC Docket No. 95-116, the North American Numbering Council LNP Architecture & Administrative Plan, the LNP Western Region and/or the consolidated Regional Operations Team requirements and guidelines, and any applicable state guidelines.

7.2.4 Each Parties shall perform default LNP queries. Query services and charges are defined in the applicable tariffs, including End Office and Tandem Default Query Charges.

7.2.5 Both Parties shall comply with ordering standards as developed by the industry. LNP service is ordered via a Local Service Request and associated Number Portability forms.

7.2.6 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for local number portability:

7.2.7 Return of Disconnected Ported Telephone Numbers. When a ported telephone number is completely disconnected, you must return the number to its original code holder. Ported numbers shall not be reassigned by the Ported-to-Party. Telephone numbers will return to the original code holder on the effective release date. The Ported-to-Party shall age ported numbers that have been disconnected for a minimum period of 60 days, prior to returning it to the original code holder. The aging period for Residence shall not exceed 90 days and Business shall not exceed 365 days or the life of the current directory whichever is shorter.

	<u>Number of Lines</u>	<u>Interval</u>
Service Intervals		
	1-8 lines or trunks	5 business days
	9-16 lines or trunks	6 business days
	17-24 lines or trunks	7 business days
	25 or more lines or trunks	ICB not to exceed 30 days
 Out of Hours Conversions		
	Any quantity	ICB

7.2.8 Each Party will comply with FCC and Commission rules on cost recovery for long term number portability, but either Party may reserve its right to challenge, and seek changes to, such rules.

7.2.9 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

7.2.10 Both Parties agree to comply with intra- and inter-company testing guidelines as established by the Western Region Implementation and Testing Team and/or State specific teams.

7.3 911/E911 Service

7.3.1 Description

7.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

7.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

7.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

7.3.2 Terms and Conditions

7.3.2.1 Each Party will be responsible for its own arrangements for E911 service.

7.3.2.2 Each Party will be responsible for compliance with all E911 service regulations as required by state and Federal rules.

7.3.2.3 If a third party is the primary service provider to a county, each Party will negotiate separately with such third party with regard to the provision of E911 service to the county. All relations between such third party are separate from this Agreement and neither Party makes no representations on behalf of the third party.

7.3.2.4 Each Party will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for E911 service.

7.3.2.5 Each Party is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard for the E911 call delivery.

7.3.2.6 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

7.3.2.7 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for E911 services shall be billed to the appropriate PSAP.

7.3.2.8 Each Party will be responsible for maintaining its own E911 database.

7.3.3 E911 Database Accuracy

7.3.3.1 Each Party is responsible for its own E911 Database.

7.3.3.2 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

7.3.4 E911 Interconnection

7.3.4.1 Each Party is responsible for its own interconnection to the E911 system.

7.3.4.3 The Parties will cooperate in the routing of E911 traffic in those instances where the ALI/ANI information is not available on a particular E911 call.

7.3.5 E911 and Number Portability

7.3.5.1 When a telephone number is ported out, the receiving Party shall be responsible to update the ALI/DMS database. When a telephone number is ported in, the receiving Party shall be responsible to update the ALI/DMS database.

7.4 White Pages Directory Listings

7.4.1 Description

White Pages Listings Service (Listings) consists of placing the names, addresses and telephone numbers of end users in applicable listing database, based on end user information provided to each Party. Neither Party is authorized to use the other Party's end user listings without separate arrangements or amendment to this agreement.

7.4.2 Terms and Conditions

7.4.2.1 Each Party is responsible for its own arrangements for white page listings.

7.4.2.2 Each Party shall transfer responsibility for its listings with the directory provider within 30 days of the number being transferred.

7.5 Directory Assistance

7.5.1 Description

7.5.1.1 Directory assistance service is a telephone number, voice information service that a LEC provides to its own end users and to other telecommunications carriers.

7.5.2 Terms and Conditions

7.5.2.1 Each Party is responsible for its own arrangements for directory assistance.

7.5.2.2 Each Party shall transfer responsibility for its listings with the directory assistance provider within 30 days of the number being transferred.

7.6 Toll and Assistance Operator Services

7.6.1 Description

7.6.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing EAS/local and intraLATA long distance calls.

7.6.2 Terms and Conditions

7.6.2.1 Each Party is solely responsible for its end user access to toll and operator services.

SECTION 8.0 - NETWORK SECURITY

8.1 Protection of Service and Property. 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.

8.2 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. The Parties are responsible for covering its employees on such security requirements and penalties.

8.3 The Parties 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. The Parties are responsible for covering its employees on such security requirements and penalties.

8.4 The Parties share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted.

8.5 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.

8.6 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.

8.7 Each Party shall comply at all times with other Party's security and safety procedures and requirements.

8.8 Each Party will allow the other Party to inspect or observe spaces which house or contain its equipment or equipment enclosures at any time.

8.9 The Parties will train its employees, agents and vendors on the other Party's security policies and guidelines.

8.10 The Parties employees will ensure adherence by its employees, agents and vendors to all environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

8.11 The Parties employees, agents and vendors will secure and lock all doors and gates.

8.12 The Parties employees, agents and vendors will comply with Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open,

providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

8.13 Smoking is not allowed in buildings, Wire Centers, and all other facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting the offending Party to denial of unescorted access.

8.14 No flammable or explosive fluids or materials are to be kept or used anywhere within the buildings or on the grounds.

8.15 No weapons of any type are allowed on premises. Vehicles on a Party's property are subject to this restriction as well.

8.16 The Parties employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

8.17 The Parties employees may request the other Party's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

8.18 A Party is not liable for any damage, theft or personal injury resulting from other Party's employees, agents or vendors parking in a parking area owned or leased by a Party.

8.19 The Parties employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to leasing Party's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

8.20 Each Party will assist the other Party in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

Section 9.0 – ORDERING AND PROVISIONING PROCESS

9.1 Support for Pre-Ordering, Ordering and Provisioning

9.2.1 Local Service Request (LSR) Ordering Process

9.2.1.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange LSRs. This process may be via FAX or E-mail.

9.2.1.2 Functions

9.2.1.2.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order.

9.2.1.2.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service.

9.2.1.3 Access Service Request (ASR) Ordering Process

9.2.1.3.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange ASRs. This process may be via FAX or E-mail.

9.2.2 Maintenance and Repair

9.2.2.1 The Parties will work cooperatively to establish a mutually acceptable process to exchange maintenance and repair information. This process may be via FAX or E-mail.

9.2.3 Hours of Operation

9.2.3.1 FiberComm normal hours of operation are 9:00 AM to 3:00 PM Central Time, Monday through Friday, excluding Holidays.

9.2.3.2 FiberComm Holidays are:

- New Years Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas

9.2.3.3 Metro normal hours of operation are 9:00 AM to 3:00 PM Central Time, Monday through Friday, excluding Holidays.

9.2.3.4 Metro Holidays are:

- New Years Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas
- One Day to be determined each year

9.2.4 Billing

9.2.4.1 For products billed out of the Interexchange Access Billing System, Providing Party will utilize the existing CABS/BOS format and technology for the transmission of bills.

9.2.4.2 For products billed out of the Customer Record Information System, the Parties will utilize the industry standard for the transmission of monthly local billing information. 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.

9.2.5 Outputs

9.2.5.1 Output information will be provided 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.

9.2.6 Compensation/Cost Recovery

On-going and one-time startup charges as applicable will be billed as specified in Exhibit A of this Agreement.

9.3 Maintenance and Repair

9.3.1 Service Levels

9.3.1.1 The Parties will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which it provides for itself.

9.3.1.2 The Parties will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

9.3.1.3 Repair intervals and escalation guidelines are included in Attachment I.

9.3.2 Branding

9.3.2.1 Branding is not provided in this agreement.

9.3.3 Service interruptions

9.3.3.1 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".

9.3.3.2 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.

9.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

9.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

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

9.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting LECs and itself.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

9.3.4 Trouble Isolation

9.3.4.1 Pursuant to applicable tariffs, the Parties may bill appropriate Trouble Isolation Charges for dispatched work done where the trouble is found to be on the end user's side of the NID or trouble is found to be in the other Party's portion of the network.

9.3.4.2 Other Trouble Isolation Charges may be imposed for other internal repair work incurred on behalf of the other Party and later found to be in its network components.

9.3.5 Inside Wire Maintenance

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

9.3.6 Testing/Test Requests/Coordinated Testing

9.3.6.1 The Parties shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

9.3.6.2 Prior to any test being conducted on a line, a Party must receive a trouble report from other Party.

9.3.7 Workcenter Interfaces

9.3.7.1 The Parties shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

9.3.8 Misdirected Repair Calls

9.3.8.1 The Parties will employ the following procedures for handling misdirected repair calls:

9.3.8.1.1 The Parties will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

9.3.8.1.2 End users of each Party shall be instructed to report all cases of trouble to itself.

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

9.3.8.1.4 The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

9.3.8.1.5 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 Party may respond with accurate information in answering end-user questions.

9.3.9 Major Outages/Restoral/Notification

9.3.9.1 Each Party will notify the other Party of major network outages as soon as is practical. This notification will be via e-mail to the identified contact. With the minor exception of certain proprietary information, the Parties 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. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to industry standards.

9.3.10 Protective Maintenance

9.3.10.1 The Parties will perform scheduled maintenance equal in quality to that which it provides to itself.

9.3.10.2 The Parties will work cooperatively to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

9.3.11 Hours of Coverage

9.3.11.1 The Parties will provide each other its hours of coverage and out of hour contact information.

9.3.12 Escalations

9.3.12.1 The Parties will provide trouble escalation procedures to each other. Such procedures will be based on the processes it employs for its own end users.

9.3.13 Dispatch

9.3.13.1 The Parties will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

9.3.13.2 Upon the receipt of a trouble report from, each Party will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition.

9.3.13.4 The Parties shall perform appropriate trouble isolation and screenings prior to submitting a trouble report to the other Party.

9.3.14 Intervals/Parity

9.3.14.1 Similar trouble conditions, reported on behalf of either Party's end users, will receive similar commitment intervals.

9.3.15 Jeopardy Management

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

9.3.16 Trouble Screening

9.3.16.1 The Parties shall screen and test its end user trouble reports completely enough to insure that it sends to the other Party only trouble reports that involve its facilities.

9.3.17 Maintenance Standards

9.3.17.1 The Parties will cooperate to meet the maintenance standards outlined in this Agreement.

9.3.18 End User Interfaces

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

9.3.19 Repair Call Handling

9.3.19.1 Repair calls will be answered with the same quality and speed as each Party answers calls from its own end users.

9.3.20 Single Point of Contact

9.3.20.1 The Parties will provide a single point of contact 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 for each category of trouble situation being encountered.

9.3.21 Network Information

9.3.21.1 The Parties will share necessary information to allow the other Party to process orders and within industry rules and guidelines.

9.3.22 Maintenance Windows

9.3.22.1 Generally, the Parties will perform major switch maintenance activities off-hours, during certain "maintenance windows".

9.3.22.2 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, Central Time.

9.3.22.3 Although normally major switch maintenance occurs during the above maintenance window, there will be occasions where this will not be possible.

Section 10.0 - ACCESS TO TELEPHONE NUMBERS

10.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008 (formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

10.2 Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the Central Office Code Administrator.

10.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

10.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

10.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

Section 11.0 - REFERRAL ANNOUNCEMENT

11.1 When an end user changes from one Party to the other and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the end user for 60 days after the effective date of the disconnect.

Section 12.0 - BONA FIDE REQUEST PROCESS

12.1 Intent.

The BFR process is intended to be used when a Party requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

12.2 Process.

12.2.1 A BFR shall be submitted in writing by the requesting Party and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that providing Party has sufficient information to analyze and prepare a response.

12.2.2 The requesting party may cancel a BFR in writing at any time prior to the Parties agreeing to price and availability. The providing Party will then cease analysis of the request.

12.2.3 Within five (5) Business Days of its receipt, the providing Party shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

- 12.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, the providing Party shall provide a proposed price and availability date, or it will provide an explanation as to why it elects not to meet the requesting Party's request. If extraordinary circumstances prevail, the providing Party will inform the requesting Party as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. The Parties will then determine a mutually agreeable date for receipt of the request.
- 12.2.5 Unless the requesting Party agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by the requesting Party, in accordance with the applicable provisions of the Agreement.
- 12.2.6 Upon affirmative response from the providing Party, the requesting Party will submit in writing its acceptance or rejection of the providing Party's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request the providing Party agrees to meet, the Dispute resolution procedures described in this Agreement may be used by a Party to reach a resolution.

Section 13.0 - AUDIT PROCESS

13.1 "Audit" shall mean the comprehensive review of:

13.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

13.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to unbundled loops, ancillary and finished services.

13.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

13.2.1 Either Party may request to perform an Audit.

13.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

13.2.3 The Audit shall occur during normal business hours.

13.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

13.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

13.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

13.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

13.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

13.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

13.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

13.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

13.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, the Parties will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

Section 14.0 – SERVICE PERFORMANCE

14.1 General Provisions

14.1.1 Each Party will provide service quality equal to service it provides itself.

Section 15.0 - NETWORK STANDARDS

15.1 The Parties recognize that services and network elements have been purchased and deployed, over time, to Bellcore technical standards.

15.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

Section 16.0 - SIGNATURE PAGE

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

FiberComm, L.C.

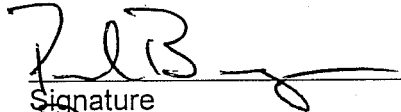

Signature

James S. McKenna
Name Printed/Typed

VP
Title

1-24-03
Date

Long Lines Metro, LLC.


Signature

Paul Bergmann
Name Printed/Typed

Secretary
Title

1/21/03
Date

SERVICE INTERVAL & ESCALATION GUIDELINES

REPAIR SERVICE INTERVAL

Each Party will respond to a request for repair within one hour of the time notified of a service problem.

The Party reporting the service problem may begin the escalation process if the service is not restored to an acceptable level 4 hours after the report is filed with the responsible Party.

The Party receiving the trouble report will notify the reporting Party within one hour of the repair work being completed.

ESCALATION

Each Party will provide the other Party with an escalation contact list containing contact names, E-mail addresses and telephone numbers beginning with the initial contact person up to Officer/General Manager level, within 30 days of execution of this agreement. Each Party shall be responsible to maintain the escalation contact list on a current basis and provide the other Party changes within 30 days of a significant change.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 13, 2003 through February 19, 2003

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 report. Phone: 605-773-3705

CONSUMER COMPLAINTS

CE03-002 In the Matter of the Complaint filed by Randy Dawson, Howard, South Dakota, against Central Electric Cooperative, Inc. Regarding Customer Service.

After bearing the expense of replacing a line that was removed by the Respondent, the Complainant received a bill for the installation of a meter and transformer. Complainant seeks to have the burden for the cost of the meter and transformer installation shifted to the Respondent.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Karen E. Cremer
Date Docketed: 02/13/03
Intervention Deadline: N/A

CT03-005 In the Matter of the Complaint filed by Veronica Woodruff, Mitchell, South Dakota, against MCIWorldCom Regarding Unauthorized Switching of Services.

Complainant alleges that the third party verification tape demonstrates that the party authorizing the change in service was not competent to make that decision. Therefore, the change of service is unauthorized. Complainant seeks to have all MCI usage and collection charges waived.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 02/19/03
Intervention deadline: N/A

ELECTRIC

EL03-004 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Vermillion and Clay-Union Electric Corporation.

The Public Utilities Commission has received a jointly filed mutually agreed upon allocation of service territory agreement from the City of Vermillion and Clay Union

Electric. The agreement for the allocation of territory was necessary after discovering that the City of Vermillion was inadvertently serving outside its approved territorial boundary. The parties agree that the City will continue to serve the area in Clay Union's assigned territory which it has been servicing and Clay Union shall transfer this territory to City. This territory is described as: The East 320.5 feet of Lot Y of replat of Lot B-2 in the SW 1/4 of the NE 1/4, S14, T92N, R52W of the 5th PM, City of Vermillion, Clay County, South Dakota. In exchange, the City shall transfer to Clay Union a portion of its assigned service territory described as: Lot 2, Block 1, Deyonge addition to the City of Vermillion, Clay County, South Dakota.

Staff Analyst: Michele M. Farris

Staff Attorney: Karen Cremer

Date Docketed: 02/18/03

Intervention Deadline: 03/07/03

TELECOMMUNICATIONS

TC03-049 In the Matter of the Filing for Approval of an Agreement for Interconnection and Ancillary Services between FiberComm, L.C. and Long Lines Metro, LLC.

On February 13, 2003, the Commission received a Filing of a Negotiated Agreement For Interconnection and Local Number Portability between FiberComm, L.C. and Long Lines Metro, LLC. According to the parties, this negotiated agreement sets forth the terms, conditions and pricing under which the parties will offer and provide to other parties requesting network interconnection and ancillary services within the geographical areas in which both parties are providing local exchange service at that time, within the state of South Dakota for purposes of providing 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 March 5, 2003. 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: Kelly Frazier

Date Docketed: 02/13/03

Initial Comments Due: 03/05/03

You may receive this listing and other PUC publications via our website or via internet e-mail. You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF AN AGREEMENT FOR)	AGREEMENT
INTERCONNECTION AND ANCILLARY)	
SERVICES BETWEEN FIBERCOMM, L.C. AND)	TC03-049
LONG LINES METRO, LLC)	

On February 13, 2003, the Commission received for approval a filing of an Agreement for Interconnection and Ancillary Services between FiberComm, L.C. (FiberComm) and Long Lines Metro, LLC (Long Lines).

On February 20, 2003, 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 March 5, 2003, to do so. No comments were filed.

At its duly noticed March 18, 2003, meeting, the Commission considered whether to approve the agreement between FiberComm and Long Lines. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 25th day of March, 2003.

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>Helaine Kolbo</i></u>
Date: <u>3/26/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner