

С4/4В

TC 99-007

DOCKET NO.

In the Matter of _____

IN THE MATTER OF THE FILING BY U
S WEST COMMUNICATIONS, INC. FOR
A P P R O V A L O F
NEGOTIATED/ARBITRATED TERMS
OF AGREEMENT FOR
INTERCONNECTION, RESALE, AND
UNBUNDLED ELEMENTS BETWEEN
CCCSO, INC. DBA CONNECTI AND U S
WEST COMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
1/21 99	Filed and Docketed;
1/28 99	Weekly Filing;
8/26 99	Order Approving Agreement;
8/26 99	Docket Closed.
5/3 00	First Amendment to Agreement;
5/4 00	Weekly Filing;
6/6 00	Order Approving First Amendment to Agreement;
6/6 00	Docket Closed.

TC99-007

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-3783
Facsimile 303 298-8187

Todd L. Lundy
Senior Attorney

USWEST

RECEIVED

JAN 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

January 20, 1999

Via Overnight Delivery

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


Re: Filing of Interconnection Agreement between
CCCSD, Inc. d.b.a. Connect! and
U S WEST Communications, Inc.

Dear Mr. Bullard :

Enclosed for filing is an original and ten (10) copies of the Interconnection Agreement (the "Agreement") between CCSD, Inc. d.b.a. Connect! and U S WEST for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the arbitrated Interconnection Agreement between Sprint Communications Company and U S WEST, Docket No. TC97-149, which was approved by the Commission effective November 21, 1997.

An extra copy of this enclosure letter is also enclosed. Please date stamp the extra copy of the letter and return it to me in the enclosed self-addressed stamped envelope. Thank you for your cooperation and assistance in this matter.

Yours truly,



Todd Lundy

Enclosure

cc: Service List

cc: **Cindy Lee**
Manager of Regulatory Affairs
124 West Capitol Avenue, suite 250
Little Rock, Arkansas 72201

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

Kristine B. Macneal (enclosure letter only)
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Contract Development & Services
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TC99-007

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JAN 21 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CCCSD, INC. DBA CONNECTI

AND

U S WEST COMMUNICATIONS, INC.

NEGOTIATED/ARBITRATED TERMS OF AGREEMENT
FOR INTERCONNECTION, RESALE, AND UNBUNDLED ELEMENTS

CDS-981110-0009
FOR THE STATE OF:
SOUTH DAKOTA

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT IS BETWEEN CCCSD, INC. DBA CONNECT ("CONNECT") AND U S WEST COMMUNICATIONS, INC. ("U S WEST"), A COLORADO CORPORATION.

1 RECITALS

- 1.1 Pursuant to this Interconnection Agreement CONNECT and U S WEST, collectively "the Parties", will extend certain arrangements to one another within each LATA in which they both operate within this State. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

2 SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which U S WEST agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain Unbundled Network Elements, Ancillary Functions and additional features to CONNECT (hereinafter collectively referred to as "Network Elements" or "Unbundled Network Elements") or combinations of such Network Elements ("Combinations") for CONNECT's own use or for resale to others. The Agreement also sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between U S WEST and CONNECT for purposes of offering telecommunications services. The Agreement includes all accompanying

appendices. Unless otherwise provided in this Agreement, U S WEST will perform all of its obligations hereunder within the state of South Dakota subject to State and Federal rules.

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

- 2.3. This Agreement is effective in the state of South Dakota

This section will be amended to include other states as other state Agreements are finalized. The Parties agree to further amend this agreement in accordance with decisions rendered in CONNECT/U S WEST Arbitration cases in those other states (See Appendix B).

- 2.4. The Parties have included for convenience certain rates, terms and conditions in this Agreement which reflect those established in this and some of the arbitrations involving other CLECs. CONNECT acknowledges (1) that those rates, terms, and conditions are extended only because of the arbitration results, (2) that U S WEST intends to appeal certain of those decisions, and (3) that any negotiations, appeal, stay, injunction or similar proceeding impacting the applicability of those rates, terms and conditions to the local service providers who were parties to those arbitrations will similarly impact the applicability of those rates, terms and conditions to CONNECT.

3 TERM OF AGREEMENT

- 3.1 When executed by authorized representatives of U.S. WEST and CONNECT, this Agreement shall become effective upon Commission approval and shall expire on December 15, 1999 unless renewed by mutual agreement or terminated earlier in accordance with the provisions of this Agreement.
- 3.2 Upon expiration of the term of this Agreement this Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than six months before the termination of this Agreement.

4. DEFINITIONS

- 4.1. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 4.2. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Parties' appropriate state and interstate access tariffs).
- 4.3. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier - less AM/PM discrete multi-tone, or discrete wavelet multi-tone).

- 4.4. "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 CONNECT and U S WEST for Local Interconnection Service.
- 4.5. "Advanced Intelligent Network (AIN)" is a network functionality platform that permits service-specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features, services and routing.
- 4.6. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 4.7. "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 4.8. "Basic Exchange telecommunications Service" means a service offered to end users that provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and that 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 Telecommunication Services.
- 4.9. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service Line.

- 4.10. "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.
- 4.11. "Central Office Switch" means a switch used to provide telecommunications Services, including, but not limited to:
- 4.11.1. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
- 4.11.2. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- 4.12. "Centrex" ("Centron") means a telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.
- 4.13. "CLASS features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition).
- 4.14. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or

"virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

- 4.15. "Combinations" consist of multiple Elements that are logically related to enable CONNECT to provide service in a geographic area or to a specific customer.
- 4.16. "Commission" means the South Dakota Public Utilities Commission or alternatively named governmental agency responsible to regulate telecommunications.
- 4.17. "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. The CCS used by the Parties shall be Signaling System 7.
- 4.18. "Competitive Local Exchange Carrier" (CLEC) means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- 4.19. "Customer" means a third-party that subscribes to telecommunications Services provided by either of the Parties.
- 4.20. "Customer Account Record Exchange" ("CARE") This refers to customer account data exchanged electronically between a Local Exchange Carrier (U S WEST) and another Carrier (e.g.: CONNECT LD, etc.) in order to maintain current, accurate data on the customer's account status.

- 4.21. "Customer Usage Data" means the local telecommunications Services usage data of a CONNECT Customer, measured in minutes, sub-minute increments (e.g.: 1/10 minutes, seconds, 1/10 seconds, etc.), message units, or otherwise, that is recorded by U S WEST and forwarded to CONNECT.
- 4.22. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 4.23. "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 4.24. "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.
- 4.25. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 4.26. "E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
- 4.27. "EAS/Local Traffic" means traffic that originates and terminates in a geographically defined area (Local Calling Area) as toll free service which is established by the effective tariffs of the incumbent local exchange carrier. This may also include Local Measured Service.
- 4.28. "Electronic Data Interface (EDI)" is a means of electronically sending and receiving data messages computer to computer.

- 4.29. "Enhanced White Pages" means optional features available, now or in the future, for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).
- 4.30. "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.
- 4.31. "Expanded Interconnection Channel Termination (EICT)." telecommunications Interconnection between CONNECT collocated equipment and U S WEST's network is accomplished via an Expanded INTERCONNECTION Channel Termination (EICT). This element can be at OCn (meaning OC3, OC12, OC48 etc.), DS3, DS1 or DS0 level depending on the U S WEST service it is connecting to.
- 4.32. "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 4.33. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using: 2 Binary/1 Quaternary ("2B1Q").
- 4.34. "IABS" means the Interexchange Access Billing System which is U S WEST's version of the Carrier Access Billing System (CABS) and is described in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is

published by Bellcore and contains the recommended guidelines for the billing of access and other connectivity services.

- 4.35. "Information Service Traffic" means Local Traffic or intraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- 4.36. "Integrated Digital Loop Carrier (IDLC)" means a subscriber loop carrier system which integrates within the switch at a DS1 or higher digital transmission signal level.
- 4.37. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface - ISDN (PRI-ISDN) provides a digital transmission of 23 bearer channels and one data channel (23+D).
- 4.38. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- 4.39. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, intraLATA or interLATA Telephone Toll Services.
- 4.40. "Interim Number Portability (INP)" INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requester and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requester the capability to route calls placed to telephone numbers assigned to the

INP Provider's switches to the INP Requester's switches. INP is available prior to the implementation of Permanent Number Portability (PNP) and uses methods such as Remote Call Forwarding to provide number portability.

- 4.41. "IntraLATA Toll" means traffic that originates and terminates within a given LATA and is not considered local switched traffic. The LATA boundaries are established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement or as may be changed by Commission order.
- 4.42. "Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by U S WEST and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by U S WEST and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.
- 4.43. "Local Interconnection Service (LIS)" provides for local call termination services under reciprocal traffic exchange. LIS provides CONNECT the ability to terminate calls within a U S WEST defined Local Calling Area, Extended Area Service (EAS) area or LATA, as set forth herein.
- 4.44. "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer and includes all necessary loop concentrators/ multiplexers.
- 4.45. Local Number Portability is the ability of an end user customer to retain their telephone when changing service providers and or offices in a common rate center.

- 4.46. "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- 4.47. "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 (CLC) of the Alliance for telecommunications Industry solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a ILEC and a CLEC), or by one LEC in two or more states within a single LATA.
- 4.48. "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 (CLC) of the Alliance for telecommunications Industry Solutions (ATIS). The MECOD document published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a ILEC and a CLEC). It is published by Bellcore as SR-BDS-00983.
- 4.49. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a CLEC and U S WEST) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

- 4.50. "Mediated Access" is an electronic gateway solution that acts as a control point between the CLEC's and U S WEST's operations systems, supporting functions such as Pre-Order, Order, Trouble Administration and Billing, while implementing security for the interface, protecting the integrity of the U S WEST network and its databases, and ensuring that Customer Proprietary Network Information (CPNI) is maintained.
- 4.51. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carrier's where responsibility for service begins and the other carrier's responsibility ends.
- 4.52. "NDM" means Network Data Mover and is an IBM platform for electronic transmission of data.
- 4.53. "Network Element" means a facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, service monitoring, maintenance or other provision of a telecommunications service.
- 4.54. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 4.55. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 4.56. "Party" means either U S WEST or CONNECT and "Parties" means U S WEST and CONNECT.

- 4.57. "Permanent Number Portability" (PNP) is a database solution to provide transparent LNP for all customers and all providers.
- 4.58. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including an ILEC and a CLEC) takes place.
- 4.59. "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
- 4.60. "Port" (Local Switching) means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network.
- 4.61. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to U S WEST (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which U S WEST (or CLEC) will provide Basic Exchange telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 4.62. "Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

- 4.63. "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of end use services for resale to its end user customers.
- 4.64. "Right of Way" (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 4.65. "Routing Point" means a location which U S WEST or CONNECT has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by U S WEST or CONNECT which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point may be an "End Office" location, or a "U S WEST Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter may be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. For the purposes of this agreement, the Routing Point can be distinct from the Rating Point. The Rate Center Point (Rating Point) must be located in the Rate Center area. The Routing Point may be located outside of the Rate Center Area.
- 4.66. "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.

- 4.67. "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.
- 4.68. "Switched Access Service" means the offering of transmission or switching services to telecommunications carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 4.69. "Tariff Services" as used throughout this Agreement refers to the applicable Party's interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- 4.70. "Technically Feasible" Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that U S WEST must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. U S WEST is, however,

entitled to recover the costs through specific methods approved by the state commission of such modification of facilities or equipment.

4.71. "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier.

4.72. "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. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-14 1, and rules adopted pursuant thereto.

4.73. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

5. RATES AND CHARGES GENERALLY

5.1. For Interconnection, Resold Services and Unbundled Network Elements, CONNECT and U S WEST agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, CONNECT agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, CONNECT agrees to use the ordered and approved AT&T rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of the order, U S WEST will move CONNECT to such approved rates for those states and true up the amounts charged to that point. If either interim,

permanent or approved AT&T rates are later modified on appeal, on a retroactive basis, an additional true up will occur. For purposes of this agreement, "Rates" include rate structure.

- 5.2. Sections of this Agreement referring to TELRIC are agreements in principle on their use of TELRIC. References to TELRIC in this agreement include the condition that the parties do not necessarily agree to a specific TELRIC methodology. The Parties agree to utilize the specific methodology that is ultimately ordered by the arbitrators/regulators.
- 5.3. U S WEST will not charge CONNECT any non-recurring charges incurred as a result of U S WEST implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations solely initiated by U S WEST to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body where the regulatory body orders a cost-sharing arrangement may be billed as appropriate on a non-discriminatory basis to CONNECT.
- 5.4. Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in 5.1 above.
- 5.5. U S WEST's wholesale discounts for resale services are set forth in 5.1 above.
- 5.6. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Elements as defined in this agreement and the Act are not considered as resold services.

- 5.7. All Individual Case Basis (ICB), or Time and Material based charges will be accompanied by sufficient documentation to verify charges when billed.

6. RECIPROCAL TRAFFIC EXCHANGE

6.1. Scope

U S WEST has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with CONNECT. Reciprocal traffic exchange addresses the exchange of traffic between CONNECT end users and U S WEST end users. If such traffic is local, the provisions of this Agreement shall apply or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. U S WEST and CONNECT will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.

6.2. Types of Traffic

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

6.2.1. EAS/local traffic as defined above.

6.2.2. IntraLATA toll traffic as defined above.

6.2.3. Switched access traffic, or interLATA toll traffic, as specifically defined in U S WEST's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

- 6.2.4. Transit traffic is any traffic other than switched access, that originates from one telecommunications Carrier's network, transits another telecommunications Carrier's network, and terminates to yet another telecommunications Carrier's network.

Transit service provides the ability for a telecommunications carrier to use its connection to a local or access tandem for delivery of calls that originate with a telecommunications carrier and terminate to a company other than the tandem company, such as another CLEC, an existing exchange carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem telecommunications carrier. The tandem telecommunications carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network telecommunications carrier. This service is provided through local and access tandem switches.

- 6.2.5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- 6.2.5.1. Directory Assistance
- 6.2.5.2. 911 /E911
- 6.2.5.3. Operator call termination (busy line interrupt and verify)
- 6.2.5.4. 800/888 database dip
- 6.2.5.5. LIDB
- 6.2.5.6. Information services requiring special billing.

6.2.6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.

6.3. Exchange of Traffic

6.3.1. Termination of Local Traffic.

Local traffic will be terminated as Local Interconnection Service (LIS).

6.3.2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

6.3.2.1. While the parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the point of interconnection.

6.3.2.2. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.

6.3.2.3. Based on forecasted traffic at CONNECT's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the CONNECT switch and a

U S WEST end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the CONNECT switch directly to the U S WEST end office. To the extent that CONNECT has established a collocation arrangement at a U S WEST end office location, and has available capacity, the Parties agree that CONNECT shall arrange for (via: its own facilities, a third parties' facilities or using unbundled elements) two-way direct trunk facilities as required in this paragraph, from that end office to the CONNECT switch. In all other cases, the direct facility may be provisioned by U S WEST or CONNECT or a third party. If both CONNECT and U S WEST desire to provision the facility and cannot otherwise agree, the parties may agree to resolve the dispute through the Dispute Resolution Process in Section 36.29 of this Agreement.

6.3.3. Transit Traffic.

- 6.3.3.1.** U S WEST will accept traffic originated by CONNECT and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. U S WEST will provide this transit service through local and access tandem switches. CONNECT may also provide U S WEST with transit service at CONNECT rates. This provision shall not in any way restrict CONNECT from routing traffic over new or existing direct end office trunks.

6.3.3.2. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

6.3.3.3. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to CONNECT of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each U S WEST access tandem.

6.3.4. Toll Traffic.

6.3.4.1. Toll traffic (including 800 and 900 type calls) routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the U S WEST access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by U S WEST or CONNECT.

- 6.3.4.2. Tandem and transport cost, based upon TELRIC if any, between tandem and end office shall be recovered from the originating Interexchange Carrier.

6.4. Rate Structure – Local Traffic

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.4.1. Call Termination

- 6.4.1.1. The Parties agree that call termination rates as described in Section 5.1 will apply reciprocally for the termination of local/EAS traffic per minute of use.
- 6.4.1.2. For traffic terminated at an U S WEST or CONNECT end office, the end office call termination rate in Section 5.1 shall apply.
- 6.4.1.3. For traffic terminated at a U S WEST or CONNECT tandem switch, the tandem call termination rate in Section 5.1 shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching. For purposes of call termination, initially the CONNECT switch shall be treated as an end office switch until such time as CONNECT demonstrates it is providing tandem switching functionality with that switch.

6.4.2. Transport

- 6.4.2.1.** The Parties may mutually agree to each provision their own one way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- 6.4.2.2.** Either Party may purchase direct trunk transport from the other Party. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches. The applicable rates are described in Section 5.1.
- 6.4.2.3.** Direct-trunked transport facilities are provided as dedicated facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- 6.4.2.4.** If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Section 5.1. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflect the

provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.

6.4.2.5. Multiplexing options are available at rates described in Section 5.1.

6.5. Rate Structure -- Toll Traffic.

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.5.1. Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to a tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

6.6. Rate Structure -- Transit Traffic.

Appendix A of this Agreement describes the application of rates and charges. Appendix A will be amended as necessary by the parties to reflect further unbundling, further negotiations and industry changes.

6.6.1. Applicable switched access, Type 2 or LIS transport rates apply for the use of U S WEST's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party.

6.6.2. For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the parties will charge each other the applicable local transit rate.

6.7. LIS Interface Code Availability And Optional Features

6.7.1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

6.7.2. Optional Features.

6.7.2.1. Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Capability Service, as set forth in Section 28 herein, must be ordered by CONNECT when SS7 Out-of-Band Signaling is requested on LIS trunks.

6.7.2.2. Clear Channel Capability.

Clear Channel Capability permits 24 DSO-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to U S WEST's access tandem switch or U S WEST's end office switches (where available at present or in the future); (Clear Channel Capability is not available on trunks to U S WEST's local tandem switches or end offices where it is

currently not deployed. CONNECT agrees to use the Bona Fide Request process to request clear channel capability for such additional switches. Prices for such additional Clear Channel Capability, if any, will be established through the BFR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. U S WEST will provide CONNECT with a listing of U S WEST end offices, local tandems and access tandems equipped with Clear Channel Capability.

6.8. Measuring Local Interconnection Minutes

6.8.1. Measurement of terminating local interconnection 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 CONNECT's point of interconnection, whichever is recognized first by the entry switch.

6.8.2. U S WEST and CONNECT are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

6.8.3. U S WEST shall make available the Station Message Desk Interface Enhanced (SMDI-E) where available (at present or in the future), or, Station Message Desk Interface (SMDI) where SMDI-E is not available, feature capability allowing for Voice Mail Services. U S WEST shall make available the Message Waiting Indicator

(MWI) stutter dial-tone and message waiting light feature capabilities. U S WEST shall make available Call Forward on Busy/Don't Answer (CF-B/DA), Call Forward on Busy (CF/B), and Call Forward Don't Answer (CF/DA) feature capabilities allowing for Voice Mail services.

6.9. Testing

6.9.1. Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. U S WEST's applicable switched access tariff contain these specifications.

6.9.2. Testing Capabilities

6.9.2.1. Terminating LIS testing is provided where equipment is available, with the following test lines:

- 6.9.2.2. seven-digit access to balance (1 00 type),
- 6.9.2.3. milliwatt (1 02 type),
- 6.9.2.4. nonsynchronous or synchronous,
- 6.9.2.5. automatic transmission measuring (1 05 type),
- 6.9.2.6. data transmission (1 07 type),
- 6.9.2.7. loop-around,
- 6.9.2.8. short circuit,
- 6.9.2.9. open circuit, and
- 6.9.2.10. non-inverting digital loopback (108 type).

6.9.2.11. 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). Initial rates are found in U S WEST tariffs concerning comparable services.

6.9.2.12. U S WEST will provide all test and turn-up procedures as applicable in support of the unbundled elements, combinations, and services ordered by CONNECT where services or facilities are provided by U S WEST.

6.9.2.13. The dial tone provider will have the ability to mechanize through test all facilities for continuity, where technically feasible.

6.9.2.14. U S WEST will provide a system to mark CONNECT's circuits and elements as applicable to interconnection, unbundled elements, and resale services (e.g., Hospitality and Coin telephone services, etc.), that are provisioned by U S WEST. U S WEST will mark CONNECT's circuit/loops in the same manner that it marks its own circuits including those for essential lines and telecommunications service priority. In addition, U S WEST will mark trunks between CONNECT's switches and U S WEST switches to ensure equal treatment of service restoration to CONNECT and U S WEST trunk facilities, (e.g. isolated central office).

6.10. Ordering

6.10.1. When ordering LIS, the ordering Party shall specify on the service order (e.g.: ASR, LSR or other agreed upon service order mechanism): a) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; b) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); c) a "Best Estimate" of the peak busy hour CCS from the CONNECT end office; d) the number of trunks to be provisioned at a local exchange office or tandem; and, e) 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.

6.10.2. When the ordering Party initially orders a DS3 or higher interconnection facility, in conjunction with tandem switched transport to a tandem, or direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate facility record information necessary to identify the Circuit Facility Assignment (CFA). On subsequent orders utilizing existing interconnection facilities, or direct trunk transport facilities, the provider will assign the facility to the interconnection facility or direct trunk transport facility, as directed by the ordering Party.

6.10.3. A joint planning meeting will precede CONNECT and U S WEST trunking orders. These meetings will result in initiation of order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem. The frequency of these meetings is defined in Section 7 of this contract.

6.10.4. U S WEST shall adhere to competitive intervals for installation of interconnection arrangements. The objective in no case shall be longer than 30 to 45 calendar days, absent extenuating circumstances (e.g. facility construction). Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

6.10.5. U S WEST and CONNECT will work cooperatively to provide or establish the following:

6.10.5.1. U S WEST will have dedicated Service Representatives available in U S WEST Mass Markets and Interconnect Service Centers to handle CONNECT activity. Also, U S WEST will have an Account Manager assigned to CONNECT in the U S WEST Interconnect Service Center (ISC).

6.10.5.2. Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed (e.g., EDI). Electronic interfaces shall be established to provide access to the U S WEST order processing database. Prior to industry standards being established, U S WEST shall develop interim electronic interfaces arrangements with their systems.

6.10.5.3. Aside from the provision in Section 6.6.4 following, U S WEST is responsible for ordering facilities to terminate traffic to CONNECT.

6.10.5.4. When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.

6.10.5.5. Appropriate ordering/provisioning codes shall be established for each identified service and unbundled Combination.

6.10.5.6. When Combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional without any unnecessary interruption in service.

6.10.5.7. CONNECT and U S WEST will adopt an industry standard service order/disconnect order format.

6.10.5.8. U S WEST and CONNECT shall mutually plan for disaster recovery planning in accordance with industry standards within 90 days of the effective date of this agreement.

6.10.6. CONNECT and U S WEST must agree to a process to expedite network augmentations and other orders.

6.11. Billing Arrangements

6.11.1. U S WEST and CONNECT desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.

6.11.2. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the

Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in U S WEST's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that CONNECT subtends in each LATA.

6.11.3. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to CONNECT of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each U S WEST access tandem. Each party will render a separate bill to the IXC using their own tariffs. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. There shall be no discrete development charges imposed on CONNECT for the establishment of meet point billing arrangements except as may be established by regulators.

6.11.4. If MPB data is not submitted within ten (10) days of the agreed upon data submission due date, or is not in the proper format as set forth in this Agreement, and if as a result the other party is delayed in billing the IXC for the appropriate charges it incurs, the delaying party shall pay the other party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges shall have been received to and including the date the MPB charge information is actually received.

6.11.5. Errors in MPB data exchanged by the parties may be discovered by CONNECT, U S WEST or the billable IXC. Both CONNECT and U S WEST agree to provide the other party with notification of any discovered errors within two (2) business days of the discovery. The other party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

6.11.6. Meet point billing arrangements shall be made available to CONNECT on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with U S WEST as provided for in FCC rules as effective.

6.11.7. CONNECT and U S WEST shall implement industry standard CARE records for correct provisioning and billing to IXCs. In the interim the parties will develop and agree to a CARE-like process.

6.11.8. U S WEST and CONNECT agree to record and share recorded call records for billing purposes. Where U S WEST provides transit functions, U S WEST will prepare and transmit to CONNECT Inward Terminating call records for the appropriate IXC. U S WEST shall capture inward terminating call records and send them to CONNECT in agreed upon industry standard format (e.g. EMR).

6.11.9. CONNECT and U S WEST agree to capture EMR records for inward terminating and outward originating calls and send them to U S WEST or CONNECT, as appropriate, in daily files via an agreed upon media (e.g., Network Data Mover ("NDM")) at no additional charge.

6.11.10. U S WEST and CONNECT agree to exchange test files to support implementation of meet point billing prior to live bill production.

6.11.11. Application of Termination Charges on Unbundled Port. The parties agree to continue to negotiate the operating details of the application of Termination Charges on Unbundled Network Elements, at such time as the Parties determine that an agreement cannot be reached, either Party may appeal this issue to the Commission.

6.11.12. To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could not have reasonably prevented such fraud, the causing Party must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

6.11.13. The Parties will use reasonable efforts individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.11.14. As detailed in the MECAB document, CONNECT and U S WEST will exchange all information necessary to bill third

parties for Switched Access Services traffic jointly handled by CONNECT and U S WEST via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.

6.11.15. The Parties will employ the reasonable audit standards and procedures contained in Section 25 of this contract to ensure billing accuracy.

6.11.16. Each company will bill the IXCs the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

Rate Element	Billing Company
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility	Based on negotiated BIP (also called Tandem Transmission per mile)
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

6.11.17. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

6.12. Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

6.13. Construction Charges

If applicable, construction charges will apply as detailed in Section 28 of this Agreement.

7 INTERCONNECTION

7.1 Definition and General Requirements

7.1.1 "Interconnection" is the linking of the U S WEST and CONNECT networks for the mutual exchange of traffic and for CONNECT access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements.

7.1.2 U S WEST will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, signaling transfer points and such other points as technically feasible necessary to exchange traffic and access call related databases at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides CONNECT with at least interconnection quality equal to that which U S WEST provides to itself, its affiliate or third parties.

7.1.3 For interconnection at points other than those referenced in 7.1.2 above, U S WEST shall interconnect its facilities with those of CONNECT upon approval of a Bona Fide Request at any technically feasible points within the U S WEST network.

7.1.4 General Provisioning Requirements

CONNECT may order Elements either individually or in any combination pursuant to Commission rules and regulations. Combinations ("Combinations") consist of multiple elements that are logically related to enable CONNECT to provide service in a geographic area or to a specific customer. Depending on the particular elements ordered by CONNECT which form a combination, those elements may generally be placed on the same order by CONNECT. Designed services may not be placed on the same order as simple services such as traditional elements used for a 1FB. CONNECT will provide U S WEST with a list of combinations it desires to use.

7.1.5 U S WEST will evaluate the administrative feasibility of creating new codes in order that Combinations can be identified and described by CONNECT so that they can be ordered and provisioned together and not require the enumeration of each Element within that Combination on each provisioning order. Such an evaluation shall include the effects on all CLECs. At such point as U S WEST offers any combination capability to any other party it will immediately make it to available CONNECT.

7.2 Mid-span Meet POI

7.2.1 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. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic. U S WEST will agree to reasonable meet points and will build its reasonable share of meet point facilities.

- 7.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, CONNECT must pay the portion of the TELRIC costs of the Mid Span Meet arrangement used by CONNECT for access to unbundled network elements.

7.3 Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described herein.

7.4 Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving wire center of the provider to the other party's switch location. Entrance facilities may not extend beyond the area described by the provider's serving wire center. The rates for entrance facilities are provided in Section 5.1.

7.5 Quality of Interconnection

- 7.5.1 U S WEST will not, for the purpose of interconnection, provide to CONNECT less favorable terms and conditions than U S WEST provides itself, its affiliates, or third parties or in a manner less efficient than it would impose on itself. The quality of

interconnection will be at least equal to that of U S WEST. To the extent that CONNECT requests higher or lower quality interconnection, CONNECT agrees to use the Bona Fide Request procedure described in Section 22.

- 7.5.2 Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The acceptable service levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

7.6 Points of Interface (POI)

- 7.6.1 Upon the request for specific point to point routing, U S WEST will make available to CONNECT information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable: (a) a DSI, DS3 or Optical rates in general or SONET Ring configuration entrance facility, where facilities are available at present or in the future (b) Virtual Collocation; (c) Physical Collocation; and (d) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

- 7.6.2 CONNECT must designate at least one POI on U S WEST's network within a U S WEST calling area for the purpose of routing local traffic where CONNECT desires to exchange local traffic. Toll traffic may, at CONNECT's option, be routed via one or more POI(s) per LATA. CONNECT has the responsibility for providing its own facilities (1) to route calls originating on its network and terminating on U S WEST's network to its POI, and (2) to route calls originating on U S WEST's network, but terminating on its network from that carrier's POI. CONNECT need not interconnect

at each tandem or end office to terminate calls to the entire local calling or toll call area of U S WEST.

- 7.6.3 U S WEST and CONNECT agree to install sufficient facilities to carry traffic to route calls originating on their networks and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such.
- 7.6.4 U S WEST shall be responsible for provisioning 50 percent of the interconnection facilities or to the U S WEST wire center boundary, whichever is less. CONNECT shall be responsible for provisioning 50 percent of the interconnection facilities or to the U S WEST wire center boundary whichever is greater unless otherwise agreed to by the parties.
- 7.6.5 U S WEST may not impose any restrictions on traffic types delivered to/from the POI(s) but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights or CONNECT may report U S WEST usage. This language shall not be interpreted to undermine reference to 7.7.5. following.
- 7.6.6 CONNECT may make any modifications or additions to its designated POIs in order to add capacity or establish new POIs. Such changes shall not require a new contract, but are governed by the master service agreement.
- 7.6.7 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end-users or to route transit traffic to other carriers utilizing the tandem function of

U S WEST (e.g., subtending U S WEST's, CMRS carriers and IXCs). Calls shall be routed or terminated using the same network, ensuring the same quality of service, as the carrier provides its own end-users.

7.7 Trunking Requirements

7.7.1 Trunking shall be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. CONNECT shall have the option for either one-way or two way trunking. Two-way trunking shall be used where technically feasible unless otherwise agreed to by the Parties.

7.7.2 Where available, at present or in the future, Carriers shall offer B8ZS Extended Super Frame ("ESF") facilities to each other, and make facilities available to allow for transmission of voice and data traffic.

7.7.3 Interconnection shall be available at any technically feasible point that used in the transmission of telecommunications services.

7.7.4 The Parties agree to 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 industry standards. U S WEST must agree to specified design objectives on local interconnection facilities. CONNECT's standard is P.01 in the busy-day busy-hour end to end which requires P.005 on network to network interface final trunking.

7.7.5 Two-way trunk groups will be established wherever possible.

Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements directory assistance traffic to TOPS tandems. When U S WEST has the capability to combine local and toll traffic on the same trunk group for itself, U S WEST will make this capability also available to CONNECT. When Local, intraLATA toll, interLATA access and other traffic is not required to be separated across trunk groups, without good technical reason, U S WEST will accept percentage of use factors or CONNECT traffic measurements of traffic delivered to U S WEST as necessary. CONNECT shall accept U S WEST percentage of use factors or U S WEST measurements of traffic delivered to CONNECT, as necessary. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

7.7.5.1 IntraLATA and interLATA toll on a combined meet point trunk group.

7.7.5.2 EAS/local trunks.

7.7.5.3 Directory Assistance trunks

7.7.5.4 911 /E911 trunks

7.7.5.5 Operator services

7.7.5.6 Commercial Mobile Radio Service (Wireless traffic for which CONNECT serves as the transit provider between the CMRS provider and U S WEST)

7.7.5.7 Non-U S WEST local transit

7.7.6 U S WEST will make available the necessary facilities and equipment to allow for the exchange of Local Exchange, Exchange Access, and Transit functions. U S WEST must make available intermediary tandem switching and transport services for CONNECT's connection of its end-user to a local end-user of

U S WEST other LECs, ITCS, CMRS providers and IXC's, and Other Services. U S WEST must make available connection and call routing for 911, directory assistance, and operator assistance services between U S WEST and CONNECT.

- 7.7.7 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
- 7.7.8 The Parties will provide Common Channel Signaling (CCS) to one another, where available at present or in the future, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters which U S WEST provides to itself, affiliates or third parties, will be provided to CONNECT which may include but are not limited to, calling party number (CPN), originating line information (OLI), Carrier Identification (CIP), Carrier Selection (CSP), Generic Address (GAP), User to User information (UUI), calling party category, charge number, etc. All privacy indicators will be honored.
- 7.7.9 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.
- 7.7.10 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
- 7.7.11 U S WEST will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.

7.7.12 No local/EAS trunk groups shall be terminated on U S WEST's access tandems. When U S WEST has the capability to terminate local and toll traffic at the same tandem for itself, its affiliates or other third parties, it will make this capability available to CONNECT. This in no way restricts CONNECT's ability to route traffic via new or existing direct end office trunks.

7.8 Service Interruptions

7.8.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

7.8.2 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 their plant; 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".

7.8.3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall upon recognition of the impairment 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 resolve the Impairment of Service as soon as possible. If the Impairing Party is unable to remedy the Impairment of Service in a timely manner as determined by the Impaired Party, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment. Appropriate credits will apply during the period of impairment.

- 7.0.4 Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
- 7.8.5 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 Trouble Reporting Control Office (TRCO) for such service.
- 7.8.6 Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
- 7.8.7 Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where

current status reports on any trouble reports are readily available. 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.

7.8.8 Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

7.8.8.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to itself, affiliates, other third parties, and/or, other interconnecting carriers.

7.8.8.2 The Parties shall cooperate in isolating trouble conditions.

7.8.9 CONNECT will have "Mediated" access to the U S WEST maintenance and trouble report systems including the following systems and/or functionality:

7.8.9.1 Trouble reporting/dispatch capability - access must be real time provided at parity with U S WEST;

7.8.9.2 Repair status(as available, subject to technician reporting of status) /confirmations; maintenance/trouble report systems provided at parity with U S WEST;

7.8.9.3 Planned/unplanned outage reports that impact CONNECT customers. Each carrier has the duty to alert the other(s) to any network events that can result or have resulted in service interruption, blocked calls, changes in network performance, on a real time basis;

7.8.9.4 Interconnection: U S WEST will, on an as-needed basis, perform manual testing of the loop.

7.8.10 U S WEST and CONNECT shall develop an escalation process to assist in problem resolution within 90 days of the effective date of this agreement.

7.8.11 U S WEST and CONNECT must work cooperatively to plan and implement coordinated repair procedures for local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. CONNECT and U S WEST must agree on a process for circuit and unbundled element provision and restoration whereby certain identified CONNECT circuits will be afforded emergency treatment. General trunking and interconnection shall receive parity with comparable U S WEST facilities.

7.8.12 Cooperative practices and processes for law enforcement and annoyance call handling must be specified. CONNECT shall not be charged for compliance with court-ordered trap and trace, subpoenas and court ordered wire tap orders on U S WEST resold lines. U S WEST and CONNECT agree to conform with industry standards once they are developed. In the meantime, the parties will mutually agree upon a cooperative process.

7.8.13 U S WEST shall provide, at the same level it provides itself, its affiliates or other third parties, progress status reports so that CONNECT will be able to provide end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). U S WEST will close all trouble reports with CONNECT. CONNECT will close all trouble reports with the end-user.

7.8.14 A non-branded, customer-not-at-home card shall be left at the customer's premises when a CONNECT customer is not at home for an appointment. CONNECT will provide or pay for cards used in its behalf.

7.8.15 U S WEST will ensure that all applicable alarm systems that support CONNECT customers are operational and the support databases are accurate so that equipment that is in alarm will be properly identified. U S WEST will respond to CONNECT customer alarms consistent with how and when U S WEST responds to alarms for its own customers.

7.8.16 CONNECT shall receive prior notification of any scheduled maintenance activities performed by the local supplier that may be service affecting to CONNECT local customers (e.g., central office outages, cable throws, power tests, etc.).

7.8.17 U S WEST must provide emergency restoration of all trunk or network outages on the same terms/conditions it provides itself, its affiliates or other third parties.

7.9 Interconnection Forecasting

7.9.1 U S WEST will strive to ensure that CONNECT has access to ample capacity of facilities. U S WEST and CONNECT will, at least quarterly, exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

7.9.2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four

times a year. The quarterly forecasts shall be good faith estimates and include forecasted requirements for each trunk group identified in Paragraph 7.7.5 of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and include :

7.9.2.1 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

7.9.2.2 A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

7.9.3 If differences in quarterly forecasts of the Parties vary by more than 24 additional DSO two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DSO trunks.

7.9.4 If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing

occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.

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

8 COLLOCATION

8.1 General Terms

- 8.1.1 Collocation allows CONNECT to obtain dedicated space in a U S WEST wire center and to place equipment in such spaces to interconnect with the U S WEST network. Upon the request for specific point to point routing, U S WEST will make available to CONNECT information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable: (a) A DSI, DS3 or Optical rate interface entrance facility, where facilities are available at present or in the future (b) Virtual Collocations; (c) Physical Collocation; and (d) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks. Collocation is available at tandem switches, end office switches, and other wire centers. CONNECT may request collocation at other U S WEST locations pursuant to the BFR Process or through additional interconnection negotiations under the Act

- 8.1.2 Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via a U S WEST facility provided by U S WEST, provided that CONNECT's collocated equipment is used for

interconnection with U S WEST or access to U S WEST's unbundled network elements. Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport. See Section 6, Reciprocal Traffic Exchange.).

8.1.3 CONNECT will be responsible for providing its own fiber optic cable to the U S WEST designated point of interconnection, which may be inside or outside of the U S WEST wire center at CONNECT's option. U S WEST will extend fiber optic cable from the POI to CONNECT's collocated space within the wire center. The parties may mutually agree to alternative methods of interconnection.

8.1.4 CONNECT will be provided two points of entry into the U S WEST wire center only when there are at least two existing entry points for U S WEST cable and when there are vacant entrance ducts in both. U S WEST will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. Cable entry will be limited to fiber facilities. Other types of facilities may be requested on a Bona Fide Request basis by CONNECT.

8.1.5 CONNECT may collocate transmission equipment to terminate basic transmission facilities pursuant to the FCC or state commission rules. CONNECT may request collocation of other equipment pursuant to the BFR process or through additional interconnection negotiations under the Act. CONNECT will identify the power, floor loading, heat release, environmental particulate level, layout, and HVAC requirements of equipment to be installed in the collocated space.

8.1.6 Nothing in this part shall be construed to limit CONNECT's ability to obtain both virtual and physical collocation in a single location.

- 8.1.7 U S WEST shall provide parity accommodations for CONNECT collocated equipment as it does its own similarly situated equipment. This includes power, surge protection, environmental variable etc.
- 8.1.8 When interconnection or access to unbundled elements is provided where collocation is utilized, CONNECT will be allowed to lease transport from the collocation facility to any other point on U S WEST's network and to directly connect via U S WEST with other third parties, or collocators per FCC rules as effective.
- 8.1.9 CONNECT collocation equipment may include any equipment necessary for interconnection or access to unbundled elements.
- 8.1.10 IXC ISSUES. Transition from current access facilities to expanded interconnect facilities will be negotiated to ensure a coordinated conversion of all circuits and facilities with a goal to rearrange existing service in less time than for comparable new service.
- 8.1.11 The cost of providing collocation shall be a TELRIC plus a forward-looking allocation of reasonable joint and common costs.
- 8.1.12 U S WEST shall request of CONNECT, with sufficient prior notice, access to CONNECT collocated space for U S WEST or its subcontractors to perform work in the collocated space occupied by CONNECT. CONNECT shall not unreasonably withhold permission to enter the collocated space.
- 8.1.13 U S WEST will inform CONNECT by telephone of any emergency related activity that U S WEST or its subcontractors may be performing which could potentially affect the equipment in the collocated space occupied by CONNECT.

8.1.14 U S WEST shall construct the collocated space in compliance with the agreed upon request for cable holes, ground bars, doors, and convenience outlets, etc. Any deviation to the agreed upon request must be approved by CONNECT.

8.1.15 U S WEST will provide CONNECT with reasonable notice of scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CONNECT equipment located in the U S WEST facility. U S WEST will notify CONNECT immediately of any emergency power activity that would impact CONNECT equipment.

8.1.16 U S WEST will take CONNECT requests for collocation space into account when renovating existing facilities and constructing new facilities.

8.1.17 Other than reasonable security restrictions, U S WEST shall place no restriction on access to the CONNECT collocated space by CONNECT's employees and designated agents. Such space shall be available to CONNECT designated agents twenty-four (24) hours per day each day of the week. In no case shall any reasonable security restrictions be more restrictive than those U S WEST places on their own personnel. An Inspector call-out may be required after normal business hours.

8.2 Virtual Collocation

8.2.1 U S WEST shall provide virtual collocation for the purpose of interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.

- 8.2.2 CONNECT will not have physical access to the U S WEST wire center building pursuant to a virtual collocation agreement.
- 8.2.3 CONNECT will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by CONNECT and installed in wire center buildings.
- 8.2.4 CONNECT will be responsible for a one time payment for training of U S WEST employees for the maintenance, operation and installation of CONNECT's virtually collocated equipment when that equipment is different than the equipment used by U S WEST.
- 8.2.5 CONNECT will be responsible for payment of charges incurred in the maintenance and/or repair of CONNECT's virtually collocated equipment.
- 8.2.6 U S WEST does not guarantee the reliability of CONNECT's virtually collocated equipment.
- 8.2.7 CONNECT is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers.
- 8.2.8 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.

8.2.9 CONNECT will transfer possession of CONNECT's virtually collocated equipment to U S WEST via a no cost lease. The sole purpose of the lease is to provide U S WEST with exclusive possessory rights to CONNECT's virtually collocated equipment. Title to the CONNECT virtually collocated equipment shall not pass to U S WEST.

8.2.10 Installation and maintenance of CONNECT's virtually collocated equipment will be performed by U S WEST or a U S WEST authorized vendor to the same level that U S WEST provides to itself, affiliates and other third parties.

8.2.11 CONNECT shall ensure that upon receipt of the CONNECT virtually collocated equipment by U S WEST, all warranties and access to ongoing technical support are passed through to U S WEST, all at CONNECT's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed and maintained by U S WEST.

8.2.12 CONNECT's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CONNECT shall provide U S WEST interface specifications (E.g., electrical, functional, physical and software) of CONNECT's virtually collocated equipment.

8.2.13 CONNECT must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.14 Unless otherwise agreed to by the Parties, or in accordance with FCC rules, CONNECT is responsible for purchasing and maintaining a supply of spares. Upon failure of CONNECT's virtually collocated equipment, CONNECT is responsible for transportation and delivery of maintenance spares to U S WEST at the wire center housing the failed equipment.

8.2 Physical Collocation

8.3.1 U S WEST shall provide to CONNECT Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that U S WEST may provide for Virtual collocation if U S WEST demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c) (8) of the Act. U S WEST shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of the Agreement.

8.3.2 Where CONNECT is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, CONNECT may elect to (i) retain its Virtual Collocation in that premises and expend that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case CONNECT shall coordinate the construction and rearrangement with U S WEST of its equipment (IDLC and transmission) and circuits for which CONNECT shall pay

U S WEST at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.

8.3.3 CONNECT will be allowed access to the POI on non-discriminatory terms. CONNECT owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from U S WEST.

8.3.4 CONNECT must use leased space promptly and may not warehouse space for later use or sublease to another party. Physical collocation is offered on a space-available, first come, first-served basis.

8.3.5 The minimum standard leasable amount of floor space is 100 square feet. CONNECT must efficiently use the leased space; if more than 100 feet of floor space is purchased, the no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator in points of dispute between the parties.

8.3.6 CONNECT's leased floor space will be separated from other competitive providers and U S WEST space through cages or hard walls. CONNECT may elect to have U S WEST construct the cage, or choose from U S WEST approved contractors (or request approval of CONNECT preferred contractors) to construct the cage, meeting U S WEST's installation Technical Publication 77350.

8.3.7 CONNECT and U S WEST will complete an acceptance walk through of all collocated space requested from U S WEST. Exceptions that are noted during this acceptance walk through shall be corrected by U S WEST in a timely fashion after the walk

through. The correction of these exceptions from the original collocation request shall be at U S WEST's expense.

8.3.8 The following standard features will be provided by U S WEST:

8.3.8.1 Heating, ventilation and air conditioning. (power, back-up power, surge protection, grounding flood protection, et. al.).

8.3.8.2 Smoke/fire detection and any other building code requirement.

8.3.9 U S WEST Responsibilities.

8.3.9.1 Design the floor space within each wire center which will constitute CONNECT's leased space.

8.3.9.2 Ensure that the necessary construction work is performed to build CONNECT's leased physical space and the riser from the vault to the leased physical space.

8.3.9.3 Develop a quotation specific to CONNECT's request.

8.3.9.4 Extend U S WEST-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to CONNECT's leased physical space or place the cable in fire retardant tubing prior to extension to CONNECT's leased physical space.

8.3.9.5 Installation and maintenance and all related activity necessary to provide Channel Termination between U S WEST's and CONNECT's equipment.

8.3.9.6 Work cooperatively with CONNECT in matters of joint testing and maintenance.

8.3.9.7 U S WEST is responsible for security of the area which contains CONNECT's collocated space.

8.3.10 CONNECT Responsibilities

8.3.10.1 Determine the type of enclosure for the physical space

8.3.10.2 Where applicable, procure, install and maintain all fiber optic facilities up to the U S WEST designated POI.

8.3.10.3 Install, maintain, repair and service all CONNECT's equipment located in the leased physical space.

8.3.10.4 Ensure that all equipment installed by CONNECT complies with Bellcore Network Equipment Building System TR-NWT-000063 Generic Equipment requirements, U S WEST wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.3.11 Once construction is complete for physical collocation and CONNECT has accepted its leased physical space, CONNECT may order its DS0, DS1, DS3, OCn level or other Expanded Interconnection Channel Terminations.

8.3.12 If, at any time, U S WEST determines that the equipment or the installation does not meet requirements, CONNECT will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Upon written notice of non-compliance, CONNECT will initiate corrective action within 15 days. In the event that completion of the corrective action will exceed 15 days, CONNECT will propose a schedule for completion for U S WEST approval. If CONNECT fails to correct any non-compliance within the agreed upon schedule, U S WEST may have the equipment removed or the condition corrected at CONNECT's expense.

8.3.13 If, during installation, U S WEST determines CONNECT activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, U S WEST has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of U S WEST employees, interfere with the performance of U S WEST's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, U S WEST may perform such work and/or take action as is necessary to correct the condition at CONNECT's expense.

8.3.14 CONNECT is responsible for the security of the actual physical collocated space.

8.4 Collocation Rate Elements

8.4.1 Common Rate Elements

The following rate elements are common to both virtual and physical collocation:

8.4.1.1 Quote Preparation Fee. This covers the work involved in developing a quotation for CONNECT for the total costs involved in its collocation request.

8.4.1.2 Entrance Facility. Provides for fiber optic cable on a per fiber basis from the point of interconnection utilizing U S WEST owned, conventional single mode type of fiber optic cable to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.

8.4.1.3 Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the CONNECT provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.

8.4.1.4 Volt Power. Provides 48 volt power to the CONNECT collocated equipment. Charged on a per ampere basis per Section 5.1.

8.4.1.5 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or the collocated equipment (for virtual collocation).

8.4.1.6 **Inspector Labor.** Provides for the U S WEST qualified personnel necessary when CONNECT required access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'on-shift' on behalf of CONNECT.

8.4.1.7 **The telecommunications interconnection between CONNECT's collocated equipment and U S WEST's network is accomplished via an Expanded Interconnection Channel Termination (EICT).** This element can be at the DS0, DS1, DS3, OCn or other level depending on the U S WEST service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through U S WEST services.

8.4.1.8 **Expanded Interconnection Channel Regeneration.** Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the U S WEST network is of sufficient length to require regeneration.

8.4.2 Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

8.4.2.1 **Floor Space Rental.** Provides the monthly rent for the leased physical space, property taxes and base operating

cost without -48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the U S WEST wire center areas surrounding the leased physical space and general repair and maintenance.

8.4.2.2 Enclosure Buildout. The Enclosure Buildout element, either Cage or, at the CONNECT's option, hardwall, includes the material and labor to construct the enclosure specified by CONNECT or CONNECT may choose from U S WEST approved contractors (or USWC approved CONNECT preferred contractors) to construct the cage, meeting U S WEST's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support CONNECT loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code of the hardwall enclosure). Also provides for humidification, if required. Pricing for this physical collocation rate element will be provided on an individual basis due to the uniqueness of CONNECT's requirements, central office structure and arrangements.

8.4.3 Virtual Collocation Rate Elements

The following rate elements apply uniquely to virtual collocation:

8.4.3.1 Maintenance Labor-Provides for the labor necessary for repair of out of service labor and/or service-affecting conditions and preventative maintenance of the CONNECT virtually collocated equipment. CONNECT is responsible for ordering maintenance spares. U S WEST will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for CONNECT. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.

8.4.3.2 Training Labor-Provides for the billing of vendor-provided training for U S WEST personnel on a metropolitan service area basis, necessary for CONNECT virtually collocated equipment which is different from U S WEST provided equipment. U S WEST will require three U S WEST employees to be trained per metropolitan service area in which the CONNECT virtually collocated equipment is located. If, by an act of U S WEST, trained employees are relocated, retired, or are no longer available, U S WEST will not require CONNECT to provide training for additional U S WEST employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to CONNECT will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as CONNECT

8.4.3.3 Equipment Bay-Provides mounting space for the CONNECT virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary

for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.

8.4.3.4 Engineering Labor-Provides the planning and engineering of the CONNECT virtually collocated equipment at the time of installation, change or removal.

8.4.3.5 Installation Labor-Provides for the installation, change or removal of the CONNECT virtually collocated equipment.

8.5 Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation:

8.5.1 Acknowledgment of Floor Space Availability. Within fifteen (15) days of the receipt by U S WEST from CONNECT of a Request for Collocation and an associated Quote Preparation Fee, U S WEST will notify CONNECT whether sufficient floor space is available to accommodate CONNECT's request.

8.5.2 Quote Preparation. Within twenty-five (25) business days of the receipt by U S WEST from CONNECT of a Request for Collocation and an associated Quote Preparation Fee, U S WEST will provide CONNECT with a written quotation containing all non-recurring charges for the requested collocation arrangement.

8.5.3 Quote Acceptance. CONNECT will have 30 days from the receipt of a U S WEST quotation, to accept the U S WEST proposed quotation. Acceptance shall require payment to U S WEST to fifty percent of the non-recurring charges provided on the quotation.

8.5.4 Completion of Cage Construction (physical collocation only). Within ninety (90) days of the acceptance of the quotation by

CONNECT, the construction of the necessary cage/hardwall enclosure shall be completed. At this time, the leased floor space will be available to CONNECT for installation of its collocated equipment.

- 8.5.5 Completion of Collocated Equipment Installation (virtual collocation only)—U S WEST shall complete the installation of CONNECT's collocated equipment within ninety (90) days of U S WEST's receipt of CONNECT's collocated equipment. The installation of line cards and other minor modifications shall be performed by U S WEST on intervals equivalent to those that U S WEST applies to itself, but in no instance shall any such interval exceed ninety (90) days.

9 INTERIM NUMBER PORTABILITY

9.1 General Terms

- 9.1.1 U S WEST shall immediately implement interim number portability solutions to permit end-users to change to CONNECT without changing their telephone numbers. Such interim solutions include Remote Call Forwarding ("RCF") and flexible Direct Inward Dialing ("DID"). CONNECT preferred interim solution is RCF. The Parties shall provide Number Portability on a reciprocal basis to each other to extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.
- 9.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, or direct inward dialing.

9.1.3 DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between the U S WEST end office and the CONNECT switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by U S WEST. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precluded passing Calling Line ID to the CONNECT switch. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability.

9.1.4 CONNECT shall have the right to use the existing U S WEST 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, U S WEST agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When RCF is used, both the ported numbers and shadow numbers for CONNECT ported subscribers shall be stored in PSAP databases. CONNECT shall have the right to verify the accuracy of the information in the PSAP databases

9.1.5 U S WEST will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with these forwarded numbers as directed by CONNECT. LIBD updates shall be completed by the Parties on the same business day each INP arrangement is activated.

Further, U S WEST will not block third party and collect calls to those numbers unless requested by CONNECT.

- 9.1.6 U S WEST shall exchange with CONNECT, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the U S WEST network. Certain features are not available in the U S WEST network. Certain features are not available for INP telephone numbers due to technical limitations. The following lists the technically available services under INP. Terminating features are those related to calls TO DID or RCF customer's ported telephone numbers. Originating features are those related to calls FROM the ported customer's CONNECT provided line.

Terminating Features:	DID	RCF	Notes
Caller Identification	No	Yes	1
Last Call Return	No	Yes	1
Selective Call Forwarding	No	Yes	1
Call Rejection	No	Yes	1
Call Trace	No	Yes	1
Priority Call	No	Yes	1,2
Call Waiting	Yes	Yes	2
Busy Line Verification	No	No	
Continuous Redial	No	No	3

NOTES:

1. Requires SS7 connectivity between U S WEST and CONNECT switches (SS7 connectivity not available with DID) and appropriate hardware/software in CONNECT switch to offer "like" services (for RCF).
2. Requires ability to forward more than one simultaneous call (for RCF).
3. Continuous Redial will not be available for caller dialing ported telephone number.

Originating Features:	DID	RCF	Notes
Caller Identification	No	No	1,2,3
Last Call Return	No	Yes	1,2
Selective Call Fwrd	No	No	1,2,3
Call Rejection	No	No	1,2,3

NOTES:

1. Assumes CONNECT SS7 connectivity and/or offering of services.
2. Assumes CONNECT has assigned ported customer a new telephone number in its switch.
3. Called party would receive new CONNECT assigned telephone number that they may not associate with a ported customer.

9.1.7 Upon request, U S WEST shall provide to CONNECT INP via Direct Inward Dial Trunks pursuant to applicable tariffs.

9.1.8 Where either party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

9.1.9 The data required for interim local number portability and for billing access, when interim local number portability is used, must be provided to CONNECT at no additional cost above that already paid for with interim local number portability.

[REDACTED]

[REDACTED]

The terminating carrier shall receive the carrier common line and local switching charges. Transport charges shall be shared based on the meet point billing arrangement.

9.2 Description of Service

9.2.1 Interim Number Portability Service ("INP") is a service arrangement that can be provided by U S WEST to CONNECT or by CONNECT to U S WEST. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requester".

9.2.2 INP applies to those situations where an end-user customer elects to transfer service from the INP Provider to the INP Requester and they also wish to retain their existing telephone number. INP consists of INP Provider's provision to the INP Requester the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requester's switches. INP is available only for working telephone numbers assigned to the INP Provider's customers who request to transfer to the INP Requester's service.

9.2.3 INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a INP Provider's assigned telephone number to

be translated to the INP Requester's dialable local number. INP Requester may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requester will need to specify the number of simultaneous calls to be forwarded for each number ported.

9.2.4 INP is subject to the following restrictions

9.2.4.1 An INP telephone number may be assigned by INP Requester only to the Requester's customers located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.

9.2.4.2 INP is applicable only if the INP Requester is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

9.2.4.3 Only the existing, INP Provider assigned end-user telephone number may be used as a ported number for INP.

9.2.4.4 INP will not be provided by the INP Provider for customers whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:

- Full payment for the account (NOT including directory advertising charges associated with the customer's telephone number) is made by customer or INP Requester agrees to make full payment on behalf of customer.

- INP Provider is notified in advance of the change in service provider and a Change of Responsibility form is issued.
- INP Provider accepts the transfer of responsibility.

9.2.4.5 INP services shall not be resold, shared or assigned by either Party to another CLEC.

9.2.4.6 INP is not offered for NXX Codes 555, 978, 980 and coin telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven -digit numbers, including foreign exchange (FEX), FX and FXONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.

9.2.4.7 The ported telephone number will be returned to the originating company (or to the common pool of telephone numbers upon implementation of permanent number portability) when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the Provider.

9.2.5 Ordering and Maintenance

9.2.5.1 The INP Requester is responsible for all dealings with and on behalf of its end users, including all end user account activity, e.g. end user queries and complaints.

9.2.5.2 The INP Provider will work cooperatively with the Requester to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). If an end user requests transfer of service from the INP Requester back to INP Provider, the Provider may rely on that end user request to institute cancellation of the INP service. The Provider must have a CA or equivalent verification of the end user intent to convert back. The INP Provider will provide at least 48 hours notice to the INP Requester of the cancellation of INP service, and will work cooperatively with the Requester to ensure a smooth customer transition and to avoid unnecessary duplication of other facilities (e.g., unbundled loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.

9.2.5.3 The Requester's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

9.2.5.4 The Requester will provide to the E911 database provider the network telephone number that the Requester assigned to the Provider assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requester.

9.2.5.5 The INP Requester will submit to the INP Provider a disconnect order for each ported number that is relinquished by the Requester's end users.

9.2.6 Cost Recovery

9.2.6.1 Number Ported – This cost is incurred per number ported, per month. Should the INP Requester provide the transport from the Provider's end office to the Requester's end office switch, a lower cost is incurred. This cost represents a single call path from the Provider's end office switch to the Requester for the portable number.

9.2.6.2 Additional Call Path – This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requester provide the transport from the Provider's end office to the Requester's end office switch, a lower cost is incurred.

9.2.6.3 Service Establishment – Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requester.

9.2.6.4 Service Establishment – Per Number. This non-recurring cost is for each telephone number equipped with INP.

9.2.6.5 Rates are contained in Section 5.1.

10 PERMANENT NUMBER PORTABILITY (PNP)

10.1 Upon implementation of Permanent Number Portability (PNP) pursuant to FCC regulations, both parties agree to conform and provide such Permanent Number Portability. To the extent consistent with the FCC rules as amended from time to time, the requirements for PNP shall include the following:

- 10.2 Subscribers must be able to change local service providers and retain the same telephone number(s).
- 10.3 The PNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to U S WEST in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
- 10.4 When an office is equipped with PNP, all NXXs in the office shall be defined as portable and translations will be changed in the Parties' switches to open those NXXs for database queries. An NXX will be activated for PNP when the first request for PNP is received for that NXX.
- 10.5 When an NXX is defined as portable, it shall also be defined as portable in all PNP capable offices which have direct trunks to the given switch.
- 10.6 Prior to implementation of PNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.
- 10.7 During the process of porting a subscriber a trigger feature shall be applied to the Subscriber's line at most 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber's line within fifteen (15) minutes of the donor network Local SMSs having received broadcast.

11. DIALING PARITY

- 11.1. Except where otherwise ordered by a state commission, the Parties shall provide Dialing Parity to each other as required under Section 251 (b)(3)

of the Act. This Agreement does not impact either Party's ability to default intraLATA toll via a specific dialing pattern until otherwise required by the Act.

11.2. Pursuant to Sec. 271 of the act and the FCC rules as effective, U S WEST shall provide dialing parity for intraLATA toll, operator assisted and directory assistance calls. The full two-PIC option must be available for intraLATA and interLATA dialing parity in conformance with Sec. 271.

11.3. For resale, or when Port/Switching Services are provided by U S WEST any end-user shall be able to access the CONNECT network for services using the same dialing protocol that the end-user would use to access the same service on the U S WEST network, subject to the provision in Section 9.2.

11.4. U S WEST must provide routine reporting on local dialing plans by switching type and end office.

11.5. U S WEST shall make N11 services available per the FCC Rules as effective.

12. ACCESS TO TELEPHONE NUMBERS

12.1. When CONNECT purchases switching capabilities or resold services from U S WEST, until such time as numbering is administered by a third party, CONNECT requires the ability to obtain telephone numbers on-line from U S WEST, and to assign these numbers with the CONNECT customer on-line. CONNECT also requires to be provided vanity numbers at parity with U S WEST's own internal marketing and order taking personnel. Reservations and aging of numbers remain the responsibility of U S WEST.

- 12.2. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010), NXXS, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
- 12.3. Administration and assignment of numbers shall be moved to a neutral third party. To the extent U S WEST serves as Central Office Code Administrator for a given region, U S WEST will support all CONNECT requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- 12.4. The parties shall provide local dialing parity to each other as required under Section 251 (b)(3) of the Act.
- 12.5. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- 12.6. 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) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. 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.

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

12.8. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, U S WEST will assign - NXX codes to CONNECT in accordance with national guidelines at no charge.

12.9. Each Party is responsible for administering NXX codes assigned to it. Each party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

12.10. U S WEST must establish process for the management of NPA splits as well as NXX splits. U S WEST must describe the details and requirements on handling NPA-NXX splits.

12.11. U S WEST testing and loading of CONNECT's NXXs shall be the same as if to itself.

13. CALL COMPLETION FROM U S WEST OPERATORS

U S WEST Operators will provide operator call completion and quote CONNECT rates for services and like assistance to any end user customer reaching U S WEST Operators (including information for calls to CONNECT's NXXs) in the same manner as they provide such services for end user customers served by U S WEST NXXs and for calls involving only U S WEST NXXs.

14. BUSY LINE VERIFY/INTERRUPT

- 14.1. Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call and a charge shall apply whether or not the called party releases the line.
- 14.2. Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
- 14.3. Rates are contained in Section 5.1.
- 14.4. Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
- 14.5. Each Party shall route BLV/BLVI Traffic inquiries over operator service direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 6, Interconnection, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

15 TOLL AND ASSISTANCE OPERATOR SERVICES

15.1 Description of Service.

Toll and Assistance refers to functions customers associate with the "0" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from U S WEST or provided by CONNECT to route calls to CONNECT's platform.

15.2 Functions Include:

15.2.1 0-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.

15.2.2 Alternate Billing Services (ABS or 0+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).

15.2.3 0- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.

15.2.4 Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call.

15.2.5 Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.

15.2.6 Local call completion - 0+ and 0-, billed to calling cards, collect and third Party.

15.2.7 Quotation of billable charges to customers - time and charges, etc.

15.2.8 U S WEST shall complete: station to station, person to person, credit card, collect, third party, and emergency calls.

- 15.3 Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.**
- 15.4 Interconnection to the U S WEST Toll and Assistance Operator Services from an end office to U S WEST T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.**
- 15.5 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.**
- 15.6 Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the U S WEST switch.**
- 15.7 Connecting a position to the host system requires two circuits (one voice and one data) per position on a TI facility.**
- 15.8 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section IO (System Interfaces) in general requirements form.**
- 15.9 U S WEST shall allow resale of Operator Services, where technically feasible, until such time that U S WEST may route Operator Traffic to the**

Operator Service provider of CONNECT's choice. U S WEST resold Operator Service shall be branded "CONNECT" and U S WEST operators shall be capable of quoting CONNECT's rates for both Card and Operator Services functions where systems and capabilities permit and shall provide service that is at least at parity for services delivered to U S WEST end-users. To the extent that separate trunk groups are needed to provide this functionality, and upon CONNECT acceptance of a U S WEST price quote, CONNECT agrees to pay the costs for the development and support of this capability.

16. DIRECTORY ASSISTANCE

- 16.1. U S WEST agrees to (a) provide to CONNECT's operators on-line access to U S WEST's directory assistance database; (b) provide to CONNECT unbranded directory assistance service (costs to be borne by CONNECT) (c) provide to CONNECT directory assistance service under CONNECT brand (where technically feasible); (d) allow CONNECT or a CONNECT designated operator bureau to license U S WEST's directory assistance database for use in providing competitive directory assistance services; and (e) in conjunction with (b) or (c) above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service U S WEST makes available to its own users.
- 16.2. The price for directory assistance, provided pursuant to this Agreement, is contained in Section 5.1. As an alternative, the Parties may obtain directory assistance service pursuant to effective tariffs.
- 16.3. The price for directory call completion services shall be as shown in Section 5.1 per call, pending the completion of an approved TELRIC cost study. Additional charges, for U S WEST intraLATA toll services, also apply for completed intraLATA toll calls. Long distance service shall be available pursuant to the wholesale discount provided in Section 31.

Resale, herein. Call completion service where available (either at present or in the future), is an optional end-user service. CONNECT may, at its option, request U S WEST to not provide call completion services to CONNECT customers.

16.4. General Requirements

16.4.1. U S WEST shall make CONNECT's data available to anyone calling U S WEST's Directory Assistance (DA), and U S WEST's data available to anyone calling CONNECT's DA.

16.4.2. U S WEST shall store proprietary customer information provided by CONNECT in their DA database; such information shall be able to be identified by source provider in order to provide the necessary protection of CONNECT or CONNECT customer proprietary or protected information.

16.4.3. U S WEST must allow wholesale resale of DA service.

16.4.4. U S WEST shall provide data for DA feeds in accordance with agreed upon industry format.

16.4.5. CONNECT shall be able to buy unbundled DA databases and utilize them in the provision to its own DA service. U S WEST will provide the same level of DA database service as it provides itself, its affiliates or other third parties.

16.4.6. U S WEST shall make available to CONNECT all service enhancements on anon-discriminatory basis.

16.4.7. U S WEST shall make "CONNECT" branded DA available to CONNECT for resale. CONNECT will pay any additional costs necessary to obtain this service.

16.4.8. Upon CONNECT acceptance of U S WEST price quotation and where technically feasible (at present or in the future) U S WEST shall route CONNECT customer DA calls to CONNECT DA centers. CONNECT will pay the reasonable and appropriate costs to obtain this service.

16.5. U S WEST must place CONNECT customer listings in its DA database. U S WEST shall make its unbundled DA database available to CONNECT. Prices shall be, reasonable, and non-discriminatory at TELRIC plus a reasonable forward-looking allocation of joint and common costs.

16.6. From the time that U S WEST receives the data, the processing interval for updating the database with CONNECT customer data must be provided at parity with U S WEST.

16.7. U S WEST shall provide an automated capability (e.g. tape transfer or other data feed) to update the U S WEST DA database for updating and inquiries.

16.8. U S WEST will provide equivalent speed-to-answer times as it provides its customers.

16.9. U S WEST's DA database must be updated and maintained with CONNECT customer data daily. These changes include:

16.9.1. disconnect;

16.9.2. install;

16.9.3. request "Change" orders (telephone #, Address);

16.9.4. are Non-Published;

16.9.5. are Non-Listed; and/or

16.9.6. are Non-Published/Non-Listed

- 16.10. CONNECT bills its own end-users.
- 16.11. CONNECT shall be billed in a CRIS format that is acceptable to CONNECT in the resale environment and, generally, in the (IABS) format in the unbundled environment.
- 16.12. U S WEST and CONNECT shall develop intercompany procedures to correct errors when they are identified in the DA database.
- 16.13. Listings Service ("Listings") consists of U S WEST placing the names, addresses and telephone numbers of CONNECT's end users in U S WEST's listing database, based on end user information provided to U S WEST by CONNECT. U S WEST is authorized to use Listings in Directory Assistance (DA) as noted in paragraph 16.16., below.
- 16.14. CONNECT will provide in standard, mechanized format, and U S WEST will accept at no charge, one primary listing for each main telephone number belonging to CONNECT's end user customers. Primary listings are as defined for U S WEST end users in U S WEST's general exchange tariffs. CONNECT will be charged for premium listings, e.g., additional, foreign, cross reference, informational, etc., at the rates set forth in Section 5.1. CONNECT, utilizing Remote Call Forwarding for local number portability, can list only one number without charge - either the end customer's original telephone number or the CONNECT-assigned number. The standard discounted rate for an additional listing applies to the other number.
- 16.15. U S WEST will furnish CONNECT the Listings format specifications. CONNECT may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. U S WEST cannot accept Listings with advance completion dates. Large volume

activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between CONNECT and U S WEST to determine time frames.

16.16. CONNECT grants U S WEST a non-exclusive license to incorporate listings information into its directory assistance database. Prior authorization is required from CONNECT for all other uses. CONNECT makes its own, separate agreements with U S WEST, third parties and directory publishers for all uses of its Listings beyond DA. U S WEST will sell listings to directory publishers (including U S WEST's publisher affiliate), other third parties and U S WEST products only after the third party presents proof of CONNECT's authorization. U S WEST shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

16.17. To the extent that state tariffs limit U S WEST's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section 30.20., "Limitation of Liability", of this Agreement with respect to Listings only.

16.18. U S WEST Responsibilities

16.18.1. U S WEST is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CONNECT orders. U S WEST will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that CONNECT has supplied U S WEST the necessary privacy indicators on such Listings.

16.18.2. U S WEST will include CONNECT listings in U S WEST's Directory Assistance service to ensure that callers to U S WEST's

Directory Assistance service have non-discriminatory access to CONNECT's listings.

16.18.3.U S WEST will incorporate CONNECT listings provided to U S WEST in the white pages directory published on U S WEST's behalf.

16.18.4.Directory Service shall provide up to two listing requests per call and, where available, at present or in the future, and if requested, shall complete the call to one of the provided listings.

16.19. CONNECT Responsibilities

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

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

16.19.3.End user information provided by CONNECT will be to the best of CONNECT's knowledge, accurate and correct. CONNECT further represents and warrants that it has reviewed all listings provided to U S WEST, including end user requested restrictions on use such as non-published and non-listed. CONNECT shall be solely responsible for knowing and adhering to state laws or rulings regarding listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying U S WEST with the applicable Listing information.

16.19.4. CONNECT is responsible for all dealings with, and on behalf of, CONNECT's end users, including:

16.19.4.1. All end user account activity, e.g. end user queries and complaints.

16.19.4.2. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to U S WEST.

16.19.4.3. Determining privacy requirements and accurately coding the privacy indicators for CONNECT's end user information. If end user information provided by CONNECT to U S WEST does not contain a privacy indicator, no privacy restrictions will apply.

16.19.4.4. Any additional services requested by CONNECT's end users.

17 911/E-911 SERVICE

17.1 Scope

17.1.1 CONNECT exchanges to be included in U S WEST's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.

17.1.2 In counties where U S WEST has obligations under existing agreements as the primary provider of the 911 System to the county, CONNECT will participate in the provision of the 911 System as described in this Agreement.

17.1.2.1 Each party will be responsible for those portions of the 911 System for which it has total control, including any

necessary maintenance to each Party's portion of the 911 System.

17.1.2.2 U S WEST, or its agent, will be responsible for maintaining the E-911 Data Base. U S WEST, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and quarterly updates, to CONNECT.

17.1.2.3 CONNECT assumes all responsibility for the accuracy of the data that CONNECT provides to U S WEST for MSAG preparation and E-911 Data Base operation.

17.1.2.4 CONNECT will provide end user data to the U S WEST ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. U S WEST will furnish CONNECT any variations to NENA recommendations required for ALI data base input.

17.1.2.5 CONNECT will provide end user data to the U S WEST ALI data base that are Master Street Address Guide (MSAG) valid and meet all components of the NENA-02004 Recommended Measurements For Data Quality.

17.1.2.6 CONNECT will update its end user records provided to the U S WEST ALI data base to agree with the 911 MSAG standards for its service areas.

17.1.2.7 U S WEST will provide CONNECT with the identification of the U S WEST 911 controlling office that serves each geographic area served by CONNECT.

17.1.2.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

17.1.2.9 U S WEST will provide CONNECT with the ten-digit telephone numbers of each PSAP agency, for which U S WEST provides the 911 function, to be used by CONNECT operators for handling emergency calls in those instances where the CONNECT customer dials "O" instead of "911".

17.1.2.10 U S WEST must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data entered by U S WEST for CONNECT is no less accurate than its own data. CONNECT is responsible for record data provided to U S WEST for entry or entered by CONNECT.

17.1.2.11 U S WEST must identify process for handling of "reverse ALI" for 911.

17.1.3 If a third party; i.e., U S WEST, is the primary service provider to a county, CONNECT will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CONNECT are totally separate from this Agreement and U S WEST makes no representations on behalf of the third party.

17.1.4 If CONNECT is the primary service provider to the county, CONNECT and U S WEST will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

17.1.5 CONNECT will separately negotiate with each county regarding the collection and reimbursement to the county of applicable customer taxes for 911 service.

17.1.6 CONNECT is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of U S WEST for the 911 call delivery.

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

17.1.8 Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services.

17.2 Performance Criteria.

E-911 Data Base accuracy shall be as set forth below:

17.2.1 Accuracy of ALI (Automatic Location Identification) data will be measured jointly by the PSAPs (Public Safety Answering Points) and U S WEST in a format supplied by U S WEST. The reports shall be forwarded to CONNECT by U S WEST when relevant and will indicate incidents when incorrect or no ALI data is displayed.

17.2.2 Each discrepancy report will be jointly researched by U S WEST and CONNECT. Corrective action will be taken immediately by the responsible party.

17.2.3 Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits

related to the accuracy of customer data provided for inclusion in the ALI/E911 Data Base.

17.2.4 The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the parties.

17.3 Information

17.3.1 Where permitted by law, USWEST, or its agent, will make available to CONNECT the mechanized Master Street Address Guide ("MSAG") and routine updates.

17.3.2 U S WEST will provide mapping of NXXs to Selective Routers and PSAPs.

17.3.3 U S WEST must provide reports to identify the locations of E911 tandems with CLLI codes.

17.3.4 U S WEST must provide reporting to identify rate center to wire center to central office relationships; which 911 tandems serve which NXXs, primarily or exclusively.

17.3.5 U S WEST must provide access to NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing for purposes of 911 service provisioning. CONNECT shall not use information provided under this section for other purposes.

17.3.6 U S WEST must provide reports to identify which databases cover which states or areas of the state.

17.3.7 CONNECT requires and U S WEST shall provide a point-of-contact for each database administrator.

17.3.8 U S WEST must identify any special operator-assisted calling requirements to support 911 such as current procedures for deaf and disabled, handicapped, and back door numbers for emergency locations.

17.3.9 U S WEST shall provide CONNECT with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.) on the same basis that it provides those numbers to itself. CONNECT shall hold U S WEST harmless for the accuracy of such lists.

17.3.10 U S WEST must provide interconnection to 911 selective routing switch to route calls from CONNECT network to correct Public Safety Answering Point ("PSAP").

17.3.11 U S WEST must identify any special routing arrangements to complete overflow.

17.3.12 U S WEST must identify any requirements for emergency backup number in case of massive trunk failures.

17.3.13 U S WEST must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.

17.3.14 U S WEST shall identify any special default ESN requirements.

17.3.15 U S WEST shall adopt NENA standards for street addressing and abbreviations.

17.3.16 U S WEST shall adopt use of a carrier code (NENA standard 5-character field) on all ALI records received from CONNECT; carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.

18 U S WEST DEX (DIRECTORY PUBLISHING) ISSUES

U S WEST and CONNECT agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between CONNECT and directory publishers, including U S WEST Dex. U S WEST acknowledges that CONNECT may request U S WEST to facilitate discussions between CONNECT and U S WEST Dex.

19 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

19.1 Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.

19.2 Where facilities are available and to the extent allowable by law, regulation and/or property owner/manager, U S WEST must make available to any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limited to, any pole, pole attachment, duct, conduit, and Right of Way (ROW) on, over or under public or private property, on terms and conditions equal to that obtained by U S WEST. Other users of these facilities cannot interfere with the availability or use of these facilities by CONNECT.

- 19.3 Any authorization to attach to poles, over-lashing requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.
- 19.4 U S WEST will take no action to intervene against, or attempt to delay, the granting of permits to CONNECT for use of public ROWs or access with property owners so long as such Rights of Way do not interfere with U S WEST's Right of Way rights.
- 19.5 Application Fees related to engineering surveys for potential right-of-way use shall be cost-based as defined by the FCC rules as they are finalized.
- 19.6 Charges shall be consistent with the provisions in the Act and/or effective Commission rulings.
- 19.7 U S WEST will provide routine notification of changes to poles, conduits, ROW, etc., related to CONNECT's network utilizing these facilities.
- 19.8 U S WEST will make available access, as needed, on a route-specific request basis, to current pole-line prints, and conduit prints, and make available maps of conduit and manhole locations, and allow manhole/conduit break-outs and audits to confirm usability.
- 19.9 U S WEST will provide information on the location of, and the availability to access inner-duct, poles, etc., to CONNECT when requesting such information, within 10 working days after the request.
- 19.10 All charges assessed by U S WEST for access to and use of public or private ROWs provided by U S WEST shall be based on U S WEST cost.

- 19.11 U S WEST shall not attach, or permit other entities to attach facilities on existing CONNECT facilities without CONNECT's prior written consent.
- 19.12 U S WEST shall make available to CONNECT, by lease or otherwise, the entire innerduct.
- 19.13 U S WEST shall provide to CONNECT a single point of contact for negotiating all structure lease and ROW agreements.
- 19.14 CONNECT shall have the option to be present at the field based survey and U S WEST shall provide CONNECT at least 24 hours notice prior to the start of such field survey. During the field survey, U S WEST shall allow CONNECT personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.
- 19.15 At CONNECT's request and CONNECT's acceptance of a U S WEST cost estimate, U S WEST shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for CONNECT's requirements. Subject to the requirements above, the parties shall endeavor to mutually agree upon the time frame for the completion of such work. However, such work shall in no case exceed 30 days unless otherwise agreed to by the parties upon demonstration of sufficient cause for the delay.
- 19.16 CONNECT may, at its option, make pole attachments and use CONNECT or CONNECT designated personnel to attach its equipment to U S WEST poles.
- 19.17 Whenever U S WEST intends to modify or alter any ROW, conduit or pole attachments which contain CONNECT's facilities, U S WEST shall provide written notification of such action to CONNECT so that

CONNECT will have the opportunity to add to or modify CONNECT's facilities. If CONNECT adds to or modifies its facilities according to this paragraph, CONNECT shall bear its proportionate share of the costs incurred by U S WEST in making such facilities accessible.

19.18 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable each party shall bear its proportionate cost of relocating the ROW, conduits and pole attachments. U S WEST is responsible for the costs for moving the structure and its facilities, while CONNECT is responsible for the costs to move its facilities located on or in the structure. To the extent that CONNECT has a separate permit for a ROW, CONNECT will be responsible for obtaining a new permit. If CONNECT elects to add new facilities during the relocation effort, CONNECT shall pay the costs of any new CONNECT facilities and the costs of installation of those facilities in the newly rebuilt U S WEST ROW, conduit and pole attachment.

20 ACCESS TO OPERATIONAL SUPPORT SYSTEMS

20.1 Purpose

20.1.1 This section sets forth the interface requirements for pre-ordering, ordering and provisioning, maintenance and repair, and billing, where CONNECT provides service to its customers through resale of Local Services or through the use of Unbundled Network Elements and Combinations.

20.1.2 For all Local Services, Network Elements and Combination ordered under this Agreement, U S WEST will provide CONNECT pre-ordering, ordering and provisioning, maintenance and repair, and billing services within the same level of quality of service available to U S WEST. Systems capabilities will be implemented according to a mutually agreed upon and documented schedule.

20.2 Use of Standards

20.2.1 As described below, CONNECT and U S WEST agree to implement each interface described below based upon existing and evolving industry standards or as mutually agreed upon. The Parties shall transition the electronic interfaces to industry standards within a time-frame mutually agreed to.

20.3 Reimbursement

20.3.1 Reimbursement for operational interfaces shall be as determined by the appropriate regulatory agency as set forth in this Agreement.

20.4 Scope

20.4.1 This Attachment addresses the real-time transaction based protocols and transport networks that will be used to exchange information for:

20.4.1.1 Pre-order/Ordering/Provisioning for Service Resale (SR) and Customer Specific Unbundled Network Elements (UNEs)

20.4.1.2 Maintenance/Repair for SR and UNEs

20.4.2 It also addresses the batch protocols and transport networks that will be used to exchange information for:

20.4.2.1 Recorded Customer Usage for SR and UNE

20.4.2.2 Wholesale Billing for SR and UNE

- 20.4.2.3 Recorded Usage Receivables for UNE
- 20.4.2.4 Local Account Maintenance for SR and UNE
- 20.4.2.5 Directory Assistance Database

20.4.3 The preceding list of information to be exchanged is intended to be exemplary and does not represent a comprehensive list of such information to be exchanged between the parties.

20.4.4 CONNECT and U S WEST will use at least one method of exchanging pre-order information which will be real-time transaction based. CONNECT and U S WEST may also assess and determine the arrangements and conditions to support Batch file transmittal for certain types of pre-order information related to the Street Address Guide and Switch/Feature/Facility availability.

20.5 System Interfaces

20.5.1 For Pre-order, Order and Provisioning, an exchange protocol, such as that based upon a subset of Common Management Interface Protocol (CMIP) transactions referred to as Electronic Communications-Lite (EC-Lite), will be used to transport Electronic Data Interchange (EDI) formatted content. CONNECT and U S WEST will use a TCP/IP based transport network for the exchange of EDI transactions. CONNECT and U S WEST will translate ordering and provisioning requests from the Ordering and Billing Forum (OBF) forms into EDI transactions using mutually agreed to mappings. The Service Order subcommittee (SOSC) of the telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee interpretations of the 850, 855, 860, 864, 865, 870, and 977 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect local exchange services.

20.5.2 For Maintenance and Repair, the CMIP transactions referred to as Electronic Bonding - Trouble Administration (EB-TA) will be used. CONNECT and U S WEST will use an X.25 transport network which is the currently defined standard.

20.5.3 For Billing, CONNECT and U S WEST will use EDI 811 and OBF Billing Output Specification (BOS) formats via CONNECT: Direct. Section 20.13, further defines the conditions when one or the other format will be used.

20.5.4 For Local Account Maintenance (LAM), CONNECT and U S WEST agree to use CONNECT: Direct.

20.5.5 For Directory Assistance Database Information, CONNECT and U S WEST agree to use a batch protocol and transport network that is yet to be determined.

20.5.6 Modifications to OBF forms that are required due to the absence of, or existence of unnecessary data fields, contents, or formats will be addressed in the Joint Implementation Agreement (JIA) described in Section 18. of this Attachment.

20.6 Real Time Performance

20.6.1 The pre-order real time interface will support the CONNECT customer contact as executed within CONNECT's Sales and Service Centers. Gateway-to-gateway query response cycle time performance requirements will be specified as part of the Joint Implementation Agreement (Section 18).

20.6.2 The transaction response time U S WEST provides to CONNECT Sales and Service Center will be equal in quality with that which

U S WEST provides to itself. U S WEST agrees to provide CONNECT benchmarking information for end-user performance based on transaction volumes (nominal - light volume, standard - typical volume, and worst case - heavy volume). CONNECT may request an improvement in the transaction response time U S WEST provides to CONNECT's Sales and Service Center above that which U S WEST provides to itself, through the Bona Fide Request Process, which is defined in the Interconnection Agreement should cycle times not meet CONNECT's business requirements.

20.7 Compliance with Industry Standards

20.7.1 CONNECT and U S WEST agree to discuss the modification of these interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than an annual basis commencing on the Effective Date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both parties agree to evaluate evolving standards and mutually determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant (ATIS) committee or subcommittee. The parties will use reasonable effort to reach closure upon the necessary changes within no more than three months of initiating each review and to implement the changes within nine months or earlier, if reasonably possible, unless there is mutual agreement to a different implementation schedule.

20.7.2 In the course of establishing operational ready system interfaces between U S WEST and CONNECT to support Local Service delivery, CONNECT and U S WEST may need to define and implement system interface specifications that are supplemental to existing standards. Where mutually agreed to, CONNECT and U S WEST will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

20.8 Scheduled Availability

20.8.1 CONNECT and U S WEST agree to define an operational/production readiness target date of [TBD] for the delivery of all systems interfaces described within this document, with the mutual understanding that (1) product delivery content is dependent on requirements definition and the time required to develop to these requirements and (2) operational readiness is dependent upon satisfactory test results for the transaction volumes projected by CONNECT. CONNECT and U S WEST agree to work to mutually identify, prioritize and track those functions which may need to be positioned in a subsequent systems interface delivery. These functions will be jointly reviewed to define the time frame for development of subsequent releases of the system interfaces and establish mutually agreeable delivery dates.

20.8.2 CONNECT and U S WEST agree the project schedules, timelines, milestone deliverables, reporting processes, among others, will be specified in the Joint Implementation Agreement. These schedules and deliverables will be reviewed and revised as needed as part of regularly scheduled meetings conducted throughout the development/implementation cycle.

20.9 Pre-Order

20.9.1 The Parties agree that the exchange of pre-ordering information for resale services and for services provided using UNEs will be transmitted over the same interface.

20.9.2 CONNECT and U S WEST will establish a transaction-based electronic communications interface based upon the most current (as of the Effective Date of this Agreement) version of the Service Order Subcommittee (SOSC) implementation guideline for Electronic Data Interchange (EDI). An exchange protocol, such as Electronic Communications-Lite (EC-Lite) will be used to transport EDI formatted content necessary to perform inquiries including but not limited to: Switch/Feature/Facility Availability, Address Verification, Telephone Number Assignment, Appointment Scheduling, and Customer Service Record requests. Without limiting other restrictions which may apply, Customer Service Records are provided for the limited purpose of supporting the resale of U S WEST local exchange services by CONNECT or the sale of unbundled elements on behalf of that customer. The use of records in a manner not associated with the ordering process, is expressly forbidden, and is a violation of the terms of this agreement.

20.10 Order and Provisioning

20.10.1 When CONNECT is the customer of record for the resold local exchange service(s), the exchange of information relating to the ordering and provisioning of local exchange service will be based upon the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the SOSC of the Telecommunications Industry

Forum/Electronic Data Interchange (TCIF/EDI) committee. The Implementation Guidelines for Electronic Data Interchange EDI Guidelines Customer Services Issue 7 will be used as a baseline for implementation despite the fact that this document may not have reached final approval stage by the Effective Date of this Agreement. An exchange protocol, such as EC-Life will be used to transport EDI formatted content. The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF as specified in the August 1996 version of the OBF forms in Bellcore SR STS-4710XX, and for Directory Listings, included with a local service request, as specified in SR STS-471102.

20.10.2The customer specific UNE order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines described previously also apply to the Customer Specific Provisioning UNE orders. U S WEST and CONNECT agree that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. Customer-specific elements, or combinations thereof, to be supported in UNE orders shall be as permitted in the applicable Interconnection Agreement for unbundled elements and subject to FCC and state regulatory requirements.

20.10.3Subject to regulatory direction or mutual agreement relative to the requirement of providing combinations of UNE components, CONNECT and U S WEST will establish a method to relate, track and process as a single entity the individual U S WEST provided customer specific UNE components specified at the time of the

initial order.

20.10.4CONNECT and U S WEST will use the same transaction based protocol, such as EC-Life, and transport network specified for service resale for customer specific UNE orders.

20.10.5The ordering of common use UNEs, as may be permitted under the Agreement for unbundled elements and subject to FCC and state regulatory requirements, will be supported by a process separate from that described in the preceding paragraphs for customer-specific UNEs. Unless U S WEST is otherwise required to provide equivalent, non-discriminatory treatment to CONNECT, this process will not employ the electronic interfaces specified in this Agreement, unless modified by separate agreement. U S WEST will support, if and to the extent required by law, this Agreement or mutually agreed to, interconnection and operation of customer specific UNEs used in combination with common use UNEs. The systems and ordering process as outlined herein is separate and apart from the Bona Fide Request Process agreed to by the parties. The Joint Implementation Agreement will address the details related to defining a mechanism to correlate customer-specific UNE orders placed via system interfaces with Common Use UNEs that may have been previously ordered.

20.10.6U S WEST will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 860 transaction) simultaneously with the delivery of supplemental (new/revised) information from CONNECT, subject to mutually agreed upon business rules. This treatment with respect to the 860 transaction will be accepted by both parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders, or CONNECT and U S WEST mutually agree to change the treatment.

20.11 Maintenance and Repair

20.11.1The exchange of maintenance and repair information, for both U S WEST retail local exchange services to be resold by CONNECT and for services CONNECT provides using a U S WEST UNE or combinations of U S WEST UNEs, will be transmitted over the same interface.

20.11.2For the purpose of exchanging fault management information, CONNECT and U S WEST will establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The parties will use the functions currently implemented for reporting access circuit troubles. These functions include, but are not limited to: Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change (AVC) Notification and Cancel Trouble Report, all of which are fully explained in ANSI T1.227/T1.228-1995. Additional functions not currently implemented by the parties or defined by the standards may be supported by mutual agreement (e.g. Test Access and Trouble History).

20.11.3Modifications that are required due to the absence of, or existence of unnecessary data fields, contents, or formats will be addressed in the Joint Implementation Agreement.

20.12 Recorded Customer Usage

20.12.10 U S WEST will record the mutually agreed upon customer usage data that CONNECT requires for its retail local service customers. The content of such data will be based upon a mutually agreeable interpretation of the BellCore Exchange Message Record (EMR) format to be documented within the JIA. U S WEST will provide electronic transmission of the recorded data using CONNECT: Direct daily on Monday through Friday on a schedule to be determined in the Joint Implementation Agreement (excluding holidays). This interface and format will be used to deliver recorded usage when CONNECT is reselling retail local exchange services of U S WEST and when usage is associated with customers served by CONNECT through one or more UNEs provided by U S WEST. CONNECT and U S WEST will mutually agree upon the conditions when customer usage data recording will be provided on behalf of CONNECT.

20.13 Billing Format for Service Resale (SR) and Unbundled Network Elements (UNE) Payables

20.13.1 Billing information for unbundled loop and port elements that are flat rated will be provided in a single EDI 811 format across all U S WEST regions via Connect:Direct. Billing information for unbundled trunks/interoffice transport elements that are flat rated will be provided in a BOS format via Connect:Direct and will appear in the Customer Service Record of the facility bill. Billing information for SR products and services that are flat rated will be provided in a single EDI 811 format across all U S WEST regions via Connect:Direct. Exceptions include, but are not limited to, frame relay which will be provided in a BOS format via Connect:Direct. The display of rating codes and the associated charge will be mutually agreed upon in both formats. Charges associated with a specific loop will reflect the circuit ID format.

20.13.2 For usage-rated billing, U S WEST will issue bills to CONNECT for SR/UNE in the formats described under the flat-rated SR/UNE billing section. Usage rated billing for SR/UNE will be uniquely identified and displayed in the Usage Sections of the bill. For products using BOS format, jurisdiction will be specified per BOS guidelines. Conversation time, by chargeable traffic type, will be displayed and billed per applicable tariffs. Delivery of usage rated SR/UNE bills will be provided as described under the flat-rated SR/UNE billing section.

20.13.3 UNEs which U S WEST agrees to provide, under the terms and conditions of the Agreement or to the extent required by law, that are recombined as a single service, will be grouped together by U S WEST and displayed together on the bill.

20.14 Recorded UNE Local or Access Usage Receivables

20.14.1 U S WEST will record all agreed upon originating and terminating usage billed to and associated with a UNE provided by U S WEST to CONNECT. The usage recorded will be in the same BellCore Exchange Message Record format discussed within Section 20.12 and will be subject to the same terms and conditions for modification and/or replacement of the format as discussed in Section 20.12.

20.14.2 CONNECT and U S WEST will mutually agree upon the Local and Long Distance access customer usage data recording that U S WEST will provide to CONNECT consistent with FCC and State regulatory guidelines and requirements, so that CONNECT may bill other carriers for the local and exchange access usage charges to which CONNECT is entitled, if any. CONNECT and U S WEST will perform mutually agreeable systems testing, as

documented in the Joint Implementation Agreement (Section 20.18), in advance of the [TBD] target delivery date for interfaces.

20.14.3 U S WEST will provide electronic transmission of the recorded usage using Connect:Direct daily on Monday through Friday on a schedule to be determined in the Joint Implementation Agreement (excluding holidays). The same or similar interface used for delivery of Recorded Customer Usage, discussed in Section 20.12, will be used for delivery of the recorded usage discussed in this section.

20.15 Local Account Maintenance

20.15.1 When acting as the switch provider for CONNECT, where CONNECT either is reselling retail services of U S WEST or employing UNEs to provide local service, U S WEST will notify CONNECT whenever the local service customer transfers service from CONNECT to another local service provider. U S WEST will provide this notification via CONNECT: Direct using a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will be used to indicate that the retail customer is terminating local service with CONNECT. This notice will be provided on the next processing day after implementing the transfer, where processing days are Monday through Friday (excluding holidays). The TCSI, sent by U S WEST, will be in the 960 byte industry standard CARE record format.

20.15.2 CONNECT and U S WEST will process account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) via a Records Change service order form using the same EC-Lite transaction based protocol and transport network employed for ordering resale service as specified in Section 20.5.1.

20.15.3 When appropriate regulatory guidelines exist, the mechanism U S WEST will use to reject an interexchange carrier initiated change of the Primary Interexchange Carrier (PIC), where U S WEST is the switch provider either for the retail local services of U S WEST that CONNECT resells or UNEs of U S WEST that CONNECT employs in providing service, will be the industry standard CARE message TCSI 3148.

20.15.4 Agreement by U S WEST and CONNECT to the Local Account Maintenance described above does not, in any way, set a precedence or remove any obligation for U S WEST and CONNECT to work towards an industry solution for supporting customer movement between and among other ILECs and CLECs

20.16 Directory Assistance Database

20.16.1 CONNECT and U S WEST will use a batch protocol and transport network to exchange Directory Assistance Database information similar to existing U S WEST listings products (i.e., DA F20 List, DA F20 Updates). The specific protocol and transport network to be used has not been determined or mutually agreed to and will be specified in the JIA.

20.16.2 Without limiting other restrictions which may apply, directory service listing products are provided for the limited purpose of supporting provision of services as outlined in the Agreement. The use of listings in a manner not associated with this use, is expressly forbidden, and is a violation of the terms of the Agreement.

20.17 Testing and Acceptance

20.17.1 CONNECT and U S WEST agree that no interface will be represented as either generally available as to CONNECT or as operational as to CONNECT until end-to-end integrity and load testing, as agreed to in the Joint Implementation Agreement (Section 20.18.), or other mutually acceptable documentation is completed to the satisfaction of both parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by CONNECT and U S WEST will successfully process, in a timely and accurate manner, through both parties' supporting OSS as well as the interfaces. Irreconcilable differences regarding the interpretation of operational status of the interfaces will be handled through the Dispute Resolution Process to be defined in the Interconnection Agreement approved by the applicable state commission.

20.17.2 An interoperability testing suite shall ensure the implementation of functions, capabilities, and acceptance criteria enumerated in the JIA, with both parties agreeing to resolve any material defects in the software.

20.17.3 The test process shall include a series of tests in which the transactions, representative of the predominant business transactions associated with local customer servicing, are performed side-by-side using the mediated access gateway interface to U S WEST Legacy systems and the Legacy system interface utilized by U S WEST service representatives and repair attendants. The purpose of this series of tests will be to verify that the performance and response times visible to a user of the mediated access gateway for nominal and worst case scenarios are at statistical parity with those seen by a user of the Legacy

systems directly.

20.17.4 U S WEST does not warrant that its systems and access to those systems will be error-free.

20.17.5 Products and services already billed via the Integrated Access Billing System (IABS) will be included in the existing pre-bill certification process for general availability and a re-certification process conducted in accordance with current practices. For products and services billed outside of IABS, the parties will work towards establishing a mutually agreed upon pre-bill certification process.

20.17.6 CONNECT and U S WEST agree that metrics are required in order to monitor the performance and assure the on-going delivery of non-discriminatory access to U S WEST systems for Pre-Order/Ordering/Provisioning, Maintenance/Repair, Billing, and Directory Assistance databases. A performance measurement plan that addresses the definition, measurement, and review of quality, timeliness, accuracy and availability of each interface and associated transactions or files will be jointly developed and documented within the JIA for each interface.

20.17.7 CONNECT and U S WEST agree to periodic status meetings to review the overall progress toward achieving fully operational interfaces by the target date of [TBD]. The results of testing are considered confidential information, as it relates to the disclosure of confidential information described in the Agreement.

20.18 Joint Implementation Agreement Development

20.18.1 CONNECT and U S WEST recognize that the preceding provisions are not sufficient to fully resolve all, technical and

operational details related to the interfaces described. Therefore, CONNECT and U S WEST agree to document the additional, technical and operational details in the form of a Joint Implementation Agreement (JIA). The purpose of the JIA is to establish the working details of the systems interfaces between the two parties, and as such, they will not be submitted to the state commissions for approval as amendments to the Agreement, except that they will be submitted in Minnesota. These JIA may be modified, by mutual agreement, over the life of the interconnection agreement without subjecting the balance of the interconnection agreement to renegotiation or modification.

20.18.2 Both parties further agree that any technical, operational or implementation issues directly associated with the systems interfaces, once identified at the working team level, may be escalated by the initiative of either party thirty (30) days after an issue is identified. The escalation will proceed first to the senior management of both companies who will seek to resolve the issue. Within 14 days of acceptance of this Agreement, CONNECT and U S WEST will document the agreed upon escalation process including the names and contact information of responsible senior management. If an issue is not resolved within thirty days following receipt of the issue by senior management, either party may submit the issue to the Alternative Dispute resolution process contained in the Interconnection Agreement approved by the applicable state commission.

20.18.3 CONNECT and U S WEST will document an overall project implementation schedule within 60 days of signing this Agreement. This schedule will be mutually binding and can be modified by mutual consent. The parties will each identify an implementation team with members necessary to complete the plan.

20.18.4 In addition, CONNECT and U S WEST agree to document both a topical outline for the JIA, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end to end integrity testing or load testing begin without both parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. In the event the parties can not so agree, within 120 days of the target date for Operational Readiness, disputes over the sufficiency of documentation will be submitted to arbitration pursuant to the Alternative Dispute Resolution process contained in the Agreement.

20.18.5 By mutual agreement, specific paragraphs or entire sections of the Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface section of the JIA within 30 days of issue resolution.

20.18.6 An illustrative outline for a JIA follows:

- 20.18.6.1 Introduction
- 20.18.6.2 Purpose of Joint Implementation Agreement
- 20.18.6.3 Terms of Agreement
- 20.18.6.4 "System" Interface

- 20.18.6.4.1 Business Process and Data requirements
- 20.18.6.4.2 Overall Responsibilities
- 20.18.6.4.3 Identification & Definitions of Activities
- 20.18.6.5 Information To Be Provided Per Transaction
- 20.18.6.6 Process Information for Each Activity & Transaction
- 20.18.7 Delivery Criteria
 - 20.18.7.1 Data Standard
 - 20.18.7.2 Message Protocol
 - 20.18.7.3 Transmission Protocol
 - 20.18.7.4 Destination
 - 20.18.7.5 Frequency Of Data
 - 20.18.7.6 Deviations to Generic Specification
 - 20.18.7.7 Error Processing
 - 20.18.7.8 Process for Notification of Late Transmittals
 - 20.18.7.9 Escalation & Expedite Procedures
 - 20.18.7.10 Transaction Response Times
 - 20.18.7.11 File Format Specifications
 - 20.18.7.12 Rules for the Physical Interface
- 20.18.8 File Structure
 - 20.18.8.1 Data Format
 - 20.18.8.2 Error Controls
 - 20.18.8.3 Physical Tape Specifications
 - 20.18.8.4 Site Information
 - 20.18.8.5 Contact Person
 - 20.18.8.6 Transmission Hours
- 20.18.9 Testing
 - 20.18.9.1 Cooperative Testing
 - 20.18.9.2 Pairwise Testing
 - 20.18.9.3 ETE Testing
 - 20.18.9.4 Test Order ETE (Employees)
 - 20.18.9.5 Future Testing Requirements
- 20.18.10 Interface Metrics

- 20.18.10.1 Data Timeliness
- 20.18.10.2 Data Completeness
- 20.18.10.3 Data Accuracy
- 20.18.11 Contact Information
 - 20.18.11.1 Contacts/Escalation Contacts
 - 20.18.11.2 Schedules for Center Operations (days/hours of Operation)
- 20.18.12 Data Requirements
 - 20.18.12.1 Retention of Data
 - 20.18.12.2 Back-up and Recovery Procedures
 - 20.18.12.3 Disaster Recovery
 - 20.18.12.4 System Change Notification
 - 20.18.12.5 Guarding of Proprietary Data
- 20.18.13 Reporting Information
 - 20.18.13.1 Reports to be Generated
 - 20.18.13.2 Frequency
 - 20.18.13.3 Data Requirements
 - 20.18.13.4 Transmission
- 20.18.14 Change Control Process
- 20.18.15 Issue Resolution Process
- 20.18.16 Termination of Interface Notification

21. NOTICE OF CHANGES

- 21.1. If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.
- 21.2. U S WEST must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance, providing enough time for CONNECT to react.

22 REFERRAL ANNOUNCEMENT

When an end user customer changes from U S WEST to CONNECT, or from CONNECT to U S WEST, and does not retain their original 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 free for the initial period as specified in the tariffs, but not less than 90 days. This announcement will provide details on the new number that must be dialed to reach this customer. In those cases where referral announcements are not requested, the disconnected number will be connected to a recorded intercept announcement.

23 COORDINATED REPAIR CALLS

23.1 U S WEST will utilize 7 digit or 800 number access to business office and repair centers so that CONNECT customers have dialing parity to similar U S WEST centers. U S WEST shall provide CONNECT with at least the same intervals and level of service provided by U S WEST to itself or another party at any given time to ensure parity in treatment.

23.2 U S WEST will investigate the use of Voice Response Units (VRU) or similar technologies or intercept solutions to refer/transfer calls from CONNECT customers to CONNECT for proper customer service action.

23.3 U S WEST and CONNECT shall develop a mutually agreeable process for the management of misdirected service calls. CONNECT and U S WEST will employ the following procedures for handling misdirected repair calls:

23.3.1 CONNECT and U S WEST will provide their respective customers with the name of their provider and the correct

telephone numbers to call for access to their respective repair bureaus.

23.3.2 Customers of CONNECT shall be instructed to report all cases of trouble to CONNECT. Customers of U S WEST shall be instructed to report all cases of trouble to U S WEST.

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

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

23.3.5 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 customers to market services. Either Party may respond with accurate information in answering customer questions.

24 BONA FIDE REQUEST

24.1 Any request for interconnection or access to an Unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). U S WEST shall use the BFR Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

24.2 A BFR shall be submitted in writing and shall, at a minimum, include:

24.2.1 a technical description of each requested Network Element or interconnection;

- 24.2.2 the desired interface specification;
- 24.2.3 each requested type of interconnection or access;
- 24.2.4 a statement that the interconnection or Network Element will be used to provide a telecommunications service;
- 24.2.5 the quantity requested; and
- 24.2.6 the specific location requested.

24.3 Within 15 business days of its receipt, U S WEST shall acknowledge receipt of the BFR and in such acknowledgment advise CONNECT of any missing information, if any, necessary to process the BFR. Thereafter, U S WEST shall promptly advise CONNECT of the need for any additional information that will facilitate the analysis of the BFR.

24.4 Within 30 calendar days of its receipt of the BFR and all information necessary to process it, U S WEST shall provide to CONNECT a preliminary analysis of the BFR. The preliminary analysis shall specify: (a) U S WEST's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element is technically feasible; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.

24.4.1 If U S WEST determines during the 30 day period that a BFR is not technically feasible or that the BFR otherwise does not qualify as a Network Element of interconnection that is required to be provided under the Act, U S WEST shall advise CONNECT as soon as reasonably possible of that fact, and U S WEST shall promptly, but in no case later than ten days

after making such a determination, provide a written report setting forth the basis for its conclusion.

24.4.2 If U S WEST determines during the thirty day period that the BFR is technically feasible and otherwise qualifies under the Act, it shall notify CONNECT in writing of such determination within ten days.

24.4.3 As soon as feasible, but in any case within 90 days after U S WEST notifies CONNECT that the BFR is technically feasible, U S WEST shall provide to CONNECT a BFR quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated amortized development costs of the interconnection or the network elements and any minimum volume and term commitments required to achieve amortization of development costs. An initial payment for development cost is appropriate only where CONNECT is the only conceivable customer or where requested quantity is insufficient to provide amortization.

24.5. Within 30 days of its receipt of the BFR quote, CONNECT must either agree to purchase under those terms, cancel its BFR, or seek mediation or arbitration.

24.5.1 If CONNECT agrees to pay the development costs, and requests U S WEST to proceed:

24.5.1.1. U S WEST will additionally charge those development cost, on a prorated basis, as set forth below, to the next nine parties who place an initial

order after CONNECT for the interconnection or Network Element;

24.5.1.2. As each additional party places its initial order for the interconnection or Network Element, U S WEST will refund the appropriate prorated portion of the development cost to parties who have previous paid development costs, as set forth below; and

24.5.1.3. The charges and refunds will be made using the proration chart set forth below, but this scheme of charges and refunds shall end and U S WEST shall not be obligated to make further refunds with respect to the development costs of a particular interconnection or Network Element after two years from the date when U S WEST first makes the particular interconnection or Network Element available.

24.5.1.4. Refund Table

Requester	Development Cost	Refund	Refund to
1st	100%	NA	NA
2nd	50%	50.00%	1st Party
3rd	33.33%	16.67%	1st & 2nd
4th	25%	8.33%	1st - 3rd
5th	20%	5.00%	1st - 4th
6th	16.67%	3.33%	1st - 5th
7th	14.29%	2.38%	1st - 6th
8th	12.50%	1.79%	1st - 7th
9th	11.11%	1.39%	1st - 8th

10th 10% 1.11% 1st - 9th
No Further Refunds

24.6. If CONNECT has agreed to the terms of the BFR minimum volume and term commitments under the preceding paragraph, CONNECT may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation CONNECT will pay U S WEST's reasonable development costs incurred in providing the interconnection or network element, to the extent that those development costs are not otherwise amortized.

24.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek dispute resolution under Section 36.29 of this agreement.

24.8 CONNECT is not required to use this section as the exclusive method of seeking access to interconnection or Network Elements.

25 AUDIT PROCESS

25.1 "Audit" shall mean the review of.

25.1.1 data used in the billing process (including usage data) for services performed and facilities provided under this Agreement; and

25.1.2 data relevant to pre-ordering, ordering, 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, resale or access to unbundled elements.

- 25.1.3 The extent of review shall be determined on a case by case basis depending on business needs.
- 25.2 The data referred to in subsection 25.1.2 above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.
- 25.3 This Audit shall take place under the following conditions:
- 25.3.1 Either Party may request to perform an Audit.
- 25.3.2 The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
- 25.3.3 The Audit shall occur during normal business hours.
- 25.3.4 There shall be no more than one Audit per identified area of operation - requested by each Party under this Agreement in any 12-month period or as mutually agreed to by the parties. Should the auditing party find an aggregate variance of greater than 1% of the total annual billed amount, the auditing party may perform an additional audit in the same 12 month period to verify resolution of the issue.
- 25.3.5 The requesting Party may review the pertinent information contained in the non-requesting Party's records, books, documents and processes, relevant to the audit. .
- 25.3.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

- 25.3.7 All transactions under this Agreement which are over 24 months old are no longer subject to specific Audit unless otherwise agreed to by the parties. However, should a problem be discovered during the course of an audit that is older than 24 months, the auditing party shall have the right to review the problem back to its origin subject to state regulation or law.
- 25.3.8 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.
- 25.3.9 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.
- 25.3.10 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.
- 25.3.11 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). The parties will develop a mutually agreeable corrective action plan including a schedule for completion.
- 25.4 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, CONNECT and US WEST will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors.

26 AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- 26.1 The Parties agree that access to the audiotext, mass announcement and information services of each Party shall be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intraLATA 900 services and other intraLATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.
- 26.2 CONNECT and US WEST will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the company that has the relationship with the Information Provider has responsibility for uncollectibles.
- 26.3 Until such time that CONNECT has the capability to bill 900 type calls, CONNECT may choose to block such calls, or CONNECT will provide at no charge Billing Name and Address of the of the Originating caller to the Information Provider or its billing agent.

27. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- 27.1. There are certain types of Resale or Unbundled Network Element configured calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue, including, but not limited to, return feeds as necessary.
- 27.2. The exchange of billing records for alternate billed calls (e.g., calling card, bill to-third number, and collect) will be distributed through the existing CMDs processes, unless otherwise separately agreed to by the Parties.
- 27.3. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 27.4. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. Existing settlement processes will be used to transport and settle call records for this traffic.

27.4.1. Access to in and out-collect process for intra-region alternately billed messages via the appropriate BellCore Client Company will be provided as available to other connecting local exchange carriers.

27.4.2. Long term, the Parties will utilize a neutral third party for in and out-collect processing for inter and intra-region alternately billed messages.

27.5. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service.

27.6. Both parties will return unbillable or misdirected messages for credit to the Originating party via normal data exchange processes. Further adjustments, such as, uncollectibles and the data elements to be included with the returned message detail will be determined jointly by the parties.

27.7. Out-collects

Provided CONNECT pays U S WEST for Operator Services for Out-collect-type calls, U S WEST will provide to CONNECT the unrated message detail that originates from an CONNECT subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). U S WEST will transmit such data to CONNECT on daily basis. CONNECT as the LSP will be deemed the earning company and will be responsible for rating the message at CONNECT tariffed rates and CONNECT will be responsible for providing the billing message detail to the billing company for end-user billing. CONNECT will pay to U S WEST charges as agreed to under separate agreement and CONNECT will be compensated by the

billing company for the revenue it is due as agreed to under separate agreement. CONNECT agrees to use the BFR process to implement the modifications necessary to U S WEST's billing systems to implement this section.

28 SIGNALING ACCESS TO CALL-RELATED DATABASES

28.1 When CONNECT is purchasing local switching from USWEST, USWEST will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the U S WEST SMS will be provided to CONNECT to create, modify, or update information (including the creation of new AIN triggers) in the call related databases, equivalent to the U S WEST access.

28.2 U S WEST will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at U S WEST's SCPS, such as the Line Information Database (LIDB) and the 800 Database. The access to U S WEST's SCPs will be mediated via the STP Port in order to assure network reliability.

28.3 CCSAC includes:

28.3.1 Entrance Facility - This element connects CONNECT's signaling point of interface with the U S WEST service wire center (SWC). CONNECT may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, CONNECT would need to purchase collocation and an expanded interconnection channel termination.

28.3.2 Direct Link Transport (DLT) - This element connects the SWC to the U S WEST STP. CONNECT may purchase this element or

self-provision transport directly to the STP. If CONNECT provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.

28.3.3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).

28.4 Access to Advanced Intelligent Network (AIN) functions is available only through the STP.

28.5 U S WEST will provide access to Service Management Systems (SMS) through its off-line Service Creation Environment (SCE) on an equivalent basis as U S WEST provides to itself to allow CONNECT to create, modify, or update information in call related databases. Currently, the SCE process is predominantly manual.

28.6 The pricing for CCSAC service is provided in Section 5.1.

28.6.1 All appropriate industry standards for signaling inter-operability will be followed. When available for its own use, U S WEST shall also provide all defined and supported optional parameters.

28.6.2 Carriers shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.

28.6.3 To the extent available, at present or in the future, in its network, U S WEST shall provide SS7 call set-up signaling protocol, at no charge. CONNECT presumes there is no incremental recurring costs associated with this request and believes no charges are appropriate. If after performing a TELRIC study,

incremental cost are identified, CONNECT will pay those costs for delivery of this information to CONNECT. If chargeable, CONNECT will likewise perform a cost study to identify this cost when it provides this information to U S WEST and shall charge U S WEST in a similar manner. At the option of CONNECT, U S WEST must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format and GR-444 format for ISDN where ISDN capability is available.

- 28.6.4 Where available, at present or in the future, U S WEST must support intercompany 64 KBPS clear channel for "D" links.
- 28.6.5 Carriers will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7 - based features between their representative networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end-users.
- 28.6.6 Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with Sec. 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.
- 28.6.7 The standards and U S WEST developed requirements/specifications for the U S WEST network-user interface must be compatible between U S WEST and CONNECT. Specifically, U S WEST shall not develop products and services with proprietary network interfaces that inhibit or restrict the ability of CONNECT to utilize the product or service in the provisioning of CONNECT services. This is not intended to limit U S WEST's ability to develop new proprietary services which would not

impact CONNECT's current provisioning of services (e.g., voice dialing, voice messaging).

- 28.7 SS7 signaling links and STP access must be provided.
- 28.8 SS7 functionality for signaling within U S WEST company network and to any network with which the U S WEST company is connected must be provided.
- 28.9 All call-related databases must be unbundled and available for query by CONNECT including LIDB, Toll Free Calling and Number Portability through physical access at the U S WEST STP related to the database.
- 28.10 Access to AIN databases will be available for access through a U S WEST STP by CONNECT through either purchase of the U S WEST local switching element or through the SS7 connection with CONNECT's switch.
- 28.11 U S WEST STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CONNECT SS7 network.

29 INTERCONNECTION TO LINE INFORMATION DATA BASE (LIDB)

29.1 Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by, among other things, operator services systems to process and bill calls and provision of caller ID name.. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling

card, billing or service restrictions and the sub-account information to be included on the call's billing record.

29.2 Interfaces.

29.2.1 Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10).

29.3 LIDB Access.

29.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

29.3.2 All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TRTSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.

29.3.3 The SCP node provides all protocol and interface support. U S WEST SS7 connections will be required to meet Bellcore's GR905, TR954 and U S WEST's Technical Publication 77342 specifications.

29.3.4 U S WEST will allow CONNECT to store any customer line or Special Billing number in the U S WEST LIDB database. CONNECT will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two

centers enter information into U S WEST's service order process interface system, SOPI.

29.3.5 U S WEST's will allow LIDB access to non-U S WEST companies through regional STPS.

29.3.6 All additions, updates and deletions of CONNECT data to the LIDB shall be solely at the direction of CONNECT.

29.3.7 Normal requests for LIDB updates will be processed on the same basis as U S WEST provides to itself, its affiliates or others but, CONNECT may request of U S WEST priority updates to CONNECT LIDB data upon demonstration of critical need (e.g., to support fraud protection, deny/restore, etc.).

29.3.8 Until U S WEST develops mediated access to LIDB, U S WEST shall provide CONNECT, upon request, direct verification of the accuracy of CONNECT data in LIDB through screen print reports of specific numbers in question or statistical sampling of the entire universe of numbers. CONNECT shall be responsible for the reasonable and appropriate costs of CONNECT requested reports.

29.3.9 U S WEST shall perform backup and recovery of all of CONNECT's data in LIDB on the same basis as it provides itself.

29.4 Toll Free Number Database

29.4.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-

called vertical features during call set-up in response to queries from SSPs.

29.4.2 U S WEST shall make the U S WEST Toll Free Number Database available for CONNECT to query from CONNECT's designated switch (which includes U S WEST's Local Switching when purchased by CONNECT as a Network Element) with a toll-free number and originating information.

29.4.3 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a U S WEST switch.

29.4.4 The signaling interface between the CONNECT or other local switch and the Toll-Free Number database shall use the TCAP protocol

30 SPECIAL CONSTRUCTION CHARGES

30.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where U S WEST is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when facilities are placed at the direction of CONNECT and U S WEST determines in the normal course of business that sufficient volume will not exist for U S WEST; or that the placement of facilities will be temporary. Charges will be consistent with what U S WEST charges to its similarly situated end users and within Commission rules where applicable.

30.2 When facilities for interconnection services are not available and U S WEST is required to construct said facilities, U S WEST will develop

the cost required to be paid by CONNECT to provide the service. Up front costs paid by CONNECT will be refunded by U S WEST to CONNECT as additional users utilize the facilities including U S WEST itself.

30.2.1 Refund Table

Requester	Develop Cost	Refund	Refund to
1st	100%	NA	NA
2nd	50%	50.00%	1st Party
3rd	33.33%	16.67%	1st & 2nd
4th	25%	8.33%	1st - 3rd
5th	20%	5.00%	1st - 4th
6th	16.67%	3.33%	1st - 5th
7th	14.29%	2.38%	1st - 6th
8th	12.50%	1.79%	1st - 7th
9th	11.11%	1.39%	1st - 8th
10th	10%	1.11%	1st - 9th

No Further Refunds

- 30.3 Except where required, all necessary construction will be undertaken at the discretion of U S WEST, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
- 30.4 A quote for CONNECT portion of a specific job will be provided to CONNECT or others requesting the construction. The quote will be in writing including the negotiated start and completion dates and will be binding for ninety (90) days after the issue date. When accepted, CONNECT will be billed the quoted price and construction will commence after receipt of payment. If CONNECT chooses not to have U S WEST construct the facilities, U S WEST reserves the right to bill CONNECT for the reasonable expenses incurred for producing the engineered job design.

- 30.5 In the event a construction charge is applicable, CONNECT service application date will become the date upon which U S WEST receives the required payment.

31. RESALE

31.1. Description

31.2. Scope

31.2.1. U S WEST shall not discriminate against CONNECT or CONNECT customers (where the services offered under this contract require U S WEST to directly deal with CONNECT customers) and shall provide parity treatment (as compared to its own end-user or other carriers) to CONNECT and CONNECT customers (where the services offered under this contract require U S WEST to directly deal with CONNECT customers) in all regards to (by way of example and not limited to) ordering, provisioning, maintenance, call completion, pricing, numbering, restoration, directory listing, data protection (e.g., CPNI), service availability, intervals, and signaling.

31.2.2. CPNI of one party's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be proprietary information and may not be used by the other party for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the subscriber expressly authorizes the other party to disclose such information. The parties may not use CPNI to target customers of the other party to obtain such authorization to disclose.

31.2.3. When purchasing switching capabilities, CONNECT requires the ability to order all available features on that switch (e.g., call blocking of 900-like calls by line or trunk on an individual service basis) and U S WEST shall provide, as needed, high usage reports to CONNECT to the extent generated by U S WEST or ordered by a regulatory Commission, so that CONNECT may provide any regulatory required high usage reports to its end-user. U S WEST examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.

31.2.4. Based on business needs U S WEST will work toward a U S WEST service center group available 7 days a week, 24 hours a day, and in the interim must handle U S WEST calls as well as other customer calls in a non-discriminatory manner.

31.2.5. There shall be no restrictions on the resale of basic exchange telecommunications services with the following exceptions:

31.2.5.1 Residential services may not be resold to customers not eligible to subscribe to such services from U S WEST.

31.2.5.2 Enhanced services are not required to be available for resale.

31.2.5.3. Lifeline and Link-up services may only be resold to customers eligible to subscribe to such service offerings.

31.2.5.4. Special access services are not required to be offered for resale at a discount.

31.2.5.5. Promotions of 90 days or less are not subject to the resale discount. Concurrent running of the same 90 days or less promotion would be subject to the resale discount.

31.2.6. Residence service may not be resold to business customers.

31.2.6.1. Basic Exchange Telecommunications Service available to end users may not be resold as a substitute for switched access service.

31.2.7. U S WEST shall bill CONNECT and CONNECT is responsible for all applicable charges for the resold services.

31.3. Ordering and Maintenance.

31.3.1. U S WEST will have dedicated Service Representatives available to handle CONNECT activity. Also, U S WEST will have an Account Manager assigned to CONNECT in U S WEST's Interconnect Service Center (ISC).

31.3.2. CONNECT, or CONNECT's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CONNECT shall make it clear to its end users that they are customers of the CONNECT for services. End users intending to contact CONNECT, but inadvertently contacting U S WEST, will be instructed to contact CONNECT and U S WEST will not market its products and services nor disparage CONNECT in any way during that contact.

31.3.3. CONNECT shall transmit to U S WEST all information necessary for the installation (billing, listing and other information), repair, maintenance and post installation servicing according to U S WEST's standard procedures, as described in the U S WEST resale operations guide that will be provided to CONNECT. When U S WEST's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, U S WEST will render its closing bill to end user customer effective with the disconnection. Should CONNECT's end user customer, a new service provider or CONNECT request service be discontinued to the end user, U S WEST will issue a final bill to CONNECT for that portion of the service provided to CONNECT up to the discontinued date. U S WEST will notify CONNECT by FAX, EDI, or other processes when end user moves to another service provider. The incoming provider shall be responsible for issuing and coordinating the new connect and disconnect orders with related order numbers and corresponding due dates if necessary. For "As Is" migration (re-use) of existing facilities or resold services the new connect order will also serve as the disconnect order for the previous carrier.

31.3.4. CONNECT shall provide U S WEST and U S WEST shall provide CONNECT with points of contact for order entry, problem resolution, billing and repair of the resold services within 90 days of the effective date.

31.3.5. Completion confirmation must be provided at parity with U S WEST own internal work to ensure that all necessary translation work is completed on newly installed facilities or augments. The OSS Mediated Interface will allow CONNECT access to completion confirmations.

31.3.6. CONNECT will have access to the ICONN database which provides U S WEST Switch Network ID information, NPA/NOXs, rate centers, etc. Features and functions by switch will be available via the OSS mediated databases.

31.3.7. U S WEST must provide a list/description of all services and features with availability down to street address detail, including: Type of Class 5 Switch by CLI, line features availability by LSO, and service and capacity availability by LSO. CONNECT further requires a complete layout of the data elements that will be required to provision all such services and features.

31.3.8. CONNECT may purchase individual CLASS and custom features and functions, or any package or combination thereof on a customer specific basis.

31.3.9. U S WEST shall provide all blocking, screening, and all other applicable functions available for hospitality lines utilized as such.

31.3.10. U S WEST must use reasonable efforts to provide CONNECT with accurate pre-order information and CONNECT must use reasonable efforts to provide U S WEST with accurate ordering information as received from U S WEST. U S WEST will provide CONNECT with at least the same pre-ordering information as it uses for its own purposes.

31.3.11. Customer Authorization

31.3.11.1. U S WEST and CONNECT will use the existing PIC process as a model, and the same or similar procedures for changes of local providers. For a local

carrier change initiated by CONNECT or an agent of CONNECT to a customer, one of the following four (4) procedures will constitute authorization for the change: (a) Obtain the customer's written authorization (letter of authorization or LOA); (b) Obtain the customer's electronic authorization by use of an toll-free number; (c) Have the customer's oral authorization verified by an independent third party (third party verification); and (d) Send an information package, including a prepaid, returnable postcard, within three (3) days of the customer's request for a local carrier change, and wait fourteen (14) days before submitting the local carrier change to the previous carrier.

31.3.11.1.1. It is understood by U S WEST and CONNECT that these procedures may be superseded or modified by FCC rules or industry standards.

31.3.11.1.2. U S WEST will provide CONNECT authorization for a local carrier change that is initiated by a customer call to CONNECT. In this case CONNECT will: (a) maintain internal records verifying the customer's stated intent to switch carriers; and (b) produce the record in case of a slamming dispute consistent with the FCC rules.

31.3.11.2. Prior to placing orders that will disconnect a line from another reseller's account, CONNECT is responsible for obtaining all information needed to process the disconnect order and reestablish the service on behalf of the end user. Should an end user dispute or a

discrepancy arise regarding the authority of CONNECT to act on behalf of the end user, CONNECT is responsible for providing written evidence of its authority to U S WEST within three (3) business days following the receipt of the written request in CONNECT's designated business office, listed in this agreement, as updated from time to time. If there is a conflict between the end user designation and CONNECT's evidence or its authority, U S WEST shall honor the designation of the end user and change the end user back to the previous service provider. If CONNECT does not provide the CA within three (3) business days, or if the end user disputes the authority of the CA, then CONNECT must, by the end of the third business day,;

31.3.11.2.1. notify U S WEST to change the end user back to the previous reseller or service provider, and

31.3.11.2.2. provide any end user information and billing records CONNECT has obtained relating to the end user to the previous reseller, and

31.3.11.2.3. notify the end user and U S WEST that the change has been made, and

31.3.11.2.4. remit to U S WEST a slamming charge as provided in Section 5.1, as compensation for the change back to the previous reseller or service provider, or

31.3.11.2.5. request that U S WEST approve an extension of approval which such approval will not be unreasonably withheld.

31.3.12. CONNECT shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

31.3.13. If there is a conflict between an end user (and/or its respective agent) and CONNECT regarding the disconnection or provision of Unbundled Loops, U S WEST will honor the latest dated Customer Authorization designating an agent by the end user or its respective agent. If the end user's service has been disconnected and the end user's service is to be restored with U S WEST, CONNECT will be responsible to pay the applicable non-recurring charges as set forth in U S WEST's applicable tariff, to restore the end user's prior service with U S WEST.

31.4. CONNECT Responsibilities

31.4.1. CONNECT must send U S WEST complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using the established processes of U S WEST. CONNECT must provide to U S WEST accurate end-user information to ensure appropriate listings in any databases in which U S WEST is required to retain and/or maintain end-user information. U S WEST assumes no liability for the accuracy of information provided by CONNECT.

31.4.2. CONNECT may reserve U S WEST telephone numbers as allowed by tariffs.

31.4.3. U S WEST will treat CONNECT in the same manner as it treats a U S WEST own end user relative to collection of revenues due to fraud. CONNECT and U S WEST may share responsibility, and may make appropriate adjustments in cases of fraud where, and to the degree, each are liable, to the degree of their respective gross negligence or intentional misconduct. The Parties will cooperate in the general prevention and investigation of fraudulent use of resold services.

31.4.4. This agreement does not address the resale of U S WEST provided calling cards, other than U S WEST's calling cards are not available on resold accounts. When end-user accounts are converted to CONNECT accounts all non-CONNECT calling cards will automatically be terminated at conversion.

31.4.5. CONNECT will provide a three year forecast within ninety (90) days of signing this Agreement which shall be considered proprietary information. The forecast shall be updated and provided to U S WEST on a quarterly basis. The initial forecast will provide:

- The date service will be offered (by city and/or state)
- The type and quantity of service(s) which will be offered
- CONNECT's anticipated order volume
- CONNECT's key contact personnel

31.4.6. In the event U S WEST terminates the provisioning of any resold services to CONNECT for any reason, CONNECT shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice.

31.5. Rates, Charges, and Other Requirements

31.5.1. Resold services as listed in Section 5.1 are available for resale at the applicable resale tariff rates or at the rates or at the wholesale discount levels set forth in Section 5.1.

31.5.2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to CONNECT for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein. The new rate will be effective upon the Tariff effective date.

31.5.3. A Customer Transfer Charge (CTC) as specified in Section 5.1 applies when transferring any existing account or lines to CONNECT.

31.5.4. A Subscriber Line Charge (SLC) will continue to be paid by CONNECT without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.

31.5.5. CONNECT will pay to U S WEST the PIC change charge associated with CONNECT end user changes of interLATA or intraLATA carriers. Any PIC/administration change charge must be at TELRIC plus a reasonable allocation of forward-looking shared and common costs plus a reasonable contribution.

31.5.6. CONNECT agrees to pay U S WEST when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). Access to these services will not

be turned up if CONNECT requests that those services will be blocked. U S WEST shall not allow any service to be used by CONNECT customers that have not been purchased from CONNECT. U S WEST shall provide CONNECT with detailed billing information (per applicable OBF standards, if any) as necessary to permit CONNECT to bill its end users such charges.

31.5.7. Resold services are available where facilities currently exist or are provided in the future as part of U S WEST's normal course of business operations for its end users and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CONNECT requests that facilities be constructed or enhanced to provide resold services, U S WEST will review such requests on a case-by-case basis and determine, in its sole discretion, if it is economically feasible for U S WEST to build or enhance facilities. If U S WEST decides to build or enhance the requested facilities, U S WEST will develop and provide to CONNECT a price quote for the construction. If the quote is accepted, CONNECT will be billed the quoted price and construction will commence after receipt of payment.

31.5.8. As part of the resold line, U S WEST provides operator services, directory assistance and intraLATA long distance. At the request of CONNECT and when technically feasible, U S WEST will rebrand operator services and directory assistance in CONNECT's name, provided the costs associated with such rebranding are paid by CONNECT. CONNECT will have the option of obtaining such services on an unbranded basis, provided the costs associated with such unbranding are paid by CONNECT. Where required by state commission,

U S WEST must unbrand its own directory services and costs will be assessed per the Commission requirements.

31.5.9.U S WEST will address all CONNECT requests for ancillary resale systems, programs, and initiatives on an individual case basis where not otherwise covered in this agreement.

31.5.10.All regulated telecommunications services offered at retail to end-users of U S WEST who are not carriers must be available for resale by CONNECT.

31.5.11.Pursuant to FCC Rules as effective, every retail service rate, including promotions, discounts, and option plans must have a corresponding wholesale rate as referenced in Section 5.1. New U S WEST retail services shall have a wholesale rate established at the same time the new service becomes available pursuant to FCC rules as effective.

31.5.12.If U S WEST continues to sell a product to any end-user under grandfathered arrangements, U S WEST must make that product available for resale by CONNECT to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

31.5.13.U S WEST must provide a reasonable notice period for changes/discontinuation of services so that CONNECT has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. If the notice period is insufficient as determined by CONNECT,

CONNECT may intervene in U S WEST's tariff filing to obtain more time.

31.5.14.CONNECT's local customers must be able to retain their existing U S WEST provided telephone number provided they do not change their service address to an address serviced by a different central office, without loss of feature capability and ancillary services such as, but not exclusively: DA, 911/E911 capability. Both CONNECT and the U S WEST will work cooperatively on exceptions.

31.5.15.When U S WEST provides short installation intervals to its end-users, via soft dial tone, U S WEST shall match those installation intervals for CONNECT (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation) once the order is received from CONNECT.

31.5.16.The wholesale price for each retail service must be determined based on the FCC or state commission approved methodology where costs U S WEST will avoid will be removed when the service is resold FCC Rule 51.609.

31.5.17.Information concerning the Interconnection and Wholesale Telecommunications Services agreements U S WEST has made with other CLECs, ILECs and with its own affiliates will be available in the public domain.

31.5.18.U S WEST must provide the ability for CONNECT to order local and intraLATA/interLATA long distance toll service on a unified order.

31.5.19. U S WEST shall provide confirmation of the installation/change activity to CONNECT via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. When available, U S WEST will provide "as is" order processing via electronic interfaces when customers are migrating from U S WEST to CONNECT at the same location. On migration type orders, the FOC shall contain all services/features currently being provided by U S WEST and those services/features being migrated to CONNECT. Via electronic interface, CONNECT may confirm services and features ordered. While CONNECT prefers a positive completion notification delineating all the services installed and those not installed to be sent to CONNECT upon actual completion of the order on the same day the order is completed; but, until available, CONNECT will accept notification at parity with U S WEST's internal processes. This will ensure proper billing to end-user customers for services provided.

31.5.20. Once CONNECT has obtained a customer, U S WEST shall provide in pre-ordering and ordering phases of processing the CONNECT order, U S WEST regulated local features, products, services, elements, and combinations that were previously provisioned by U S WEST for that affected CONNECT local customer. This applies to all types of local service orders and all elements. CONNECT requires that U S WEST provide any customer status which qualifies the customer for a special service (e.g., DA exempt, Lifeline, deaf & disabled, etc.).

31.5.21. U S WEST and CONNECT will establish a process to allow for routine reconciliation of customer records.

31.5.22. For the period of time that a customer has chosen CONNECT, as the local service provider, CONNECT assumes custodianship of Telephone Line Number ("TLN"). Therefore, CONNECT must have access to the TLN and Line Information Data Base ("LIDB").

31.5.23. When CONNECT rebrands U S WEST local service (becomes the end-user's local service provider), U S WEST shall process all PIC changes provided by CONNECT on behalf of the IXCs. If PIC changes are received directly by U S WEST from the IXC, U S WEST shall reject the PIC change back to the IXC with the OCN of CONNECT when available in the appropriate field of the industry standard CARE record.

31.5.24. When a CLEC other than CONNECT or U S WEST sells local service to an existing CONNECT local customer and an order is submitted to U S WEST for migrating the service, U S WEST shall inform CONNECT of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change (e.g., inform CONNECT of a disconnect within 24 hours). This will ensure accurate billing to the end-user customer.

31.5.25. All notices, invoices, and documentation provided on behalf of CONNECT to the customer at the customer's premises by U S WEST's field personnel shall either be branded CONNECT or non-branded. U S WEST shall not market its services or disparage CONNECT during such calls. CONNECT will provide or pay for notices used in its behalf.

31.6. Directory Listings

31.6.1. As part of each resold line, U S WEST will accept at no charge one primary listing for each main telephone number belonging to CONNECT's end user customer based on end user information provided to U S WEST by CONNECT. U S WEST will place CONNECT's listings in U S WEST's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties.

31.6.2. U S WEST shall publish CONNECT subscriber listings in U S WEST directories (main listing in White pages), including:

31.6.2.1. Primary White Page Listings

31.6.2.2. Additional White Page Listings

31.6.2.3. Non-Pub/Non-List

31.6.2.4. Premium Call Listings

31.6.2.5. Information Listings

31.6.3. U S WEST's Service Order processing procedures will be used to update directory database with CONNECT customer information.

31.6.4. CONNECT and U S WEST will establish procedures to prevent errors, and to correct them when they do occur.

31.7. Depos[®]

31.7.1. U S WEST may require CONNECT to make a suitable deposit to be held by U S WEST as a guarantee of the payment

of charges. Any deposit required is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold to, service which will accrue for a two-month period. Interest on the deposit shall be accumulated by U S WEST at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.

31.7.2. When the service is terminated, or when CONNECT has established satisfactory credit, the amount of the initial or additional deposit, with any interest due, will, at CONNECT's option, either be credited to CONNECT's account or refunded. Satisfactory credit for CONNECT is defined as twelve consecutive months service without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment.

31.8. Billing and Payment

31.8.1. Billable Charges

31.8.1.1. U S WEST will bill and record in accordance with this Agreement those charges CONNECT incurs as a result of CONNECT purchasing from U S WEST Network Elements, Combinations, and Local Services, as set forth in this Agreement (hereinafter "Charges"). Each bill for Charges (hereinafter "Bill") shall be formatted in accordance with CRIS and IABS, as appropriate. Each such Element, Combination, or Local Service, purchased by CONNECT shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to CONNECT on each Bill. Each such billing

code shall enable CONNECT to identify the Element(s), or Combinations, Objects and Options as described in the Provisioning section of this Agreement ordered by CONNECT, or Local Services ordered or utilized by CONNECT in which Charges apply pursuant to this Agreement. Each Bill shall set forth the quantity and description of each such Element, Combination, or Local Service provided and billed to CONNECT. All Charges billed to CONNECT must indicate the state from which such charges were incurred.

31.8.1.2. U S WEST shall provide CONNECT a monthly Bill that includes all Charges incurred by and credits and/or adjustments due to CONNECT for those Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill provided by U S WEST to CONNECT shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date (assumes the same billing Periods as U S WEST retail services), (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date (assumes the same billing periods as U S WEST retail services), (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

31.8.1.3. CONNECT prefers Interexchange Access Billing Systems ("IABS") format in order to facilitate standard industry auditing practices.

31.8.1.4. U S WEST will bill all charges due from CONNECT within 90 days of the billable event, barring extraordinary circumstances of which CONNECT will be notified at the time (but within the 90 days) U S WEST knows or should have reasonably known of the circumstance. When notified of late billable charges, U S WEST and CONNECT will negotiate a due date

31.8.2. Payment Of Charges

31.8.2.1. Subject to the terms of this Agreement, CONNECT and U S WEST will pay each other, unless bills are properly disputed, within thirty (30) calendar days from the date of the bill or twenty (20) business days from the date the bill is received (or in a readable form for electronic transmissions), whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the bank CONNECT specifies, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the bank CONNECT specifies, payment will be made on the preceding business day.

31.8.2.2. Payments shall be made in U.S. Dollars via electronic funds transfer or American Clearing House ("EFT" or "ACH") to the other party's bank account. At

least thirty (30) days prior to the first transmission of Billing data and information for payment, U S WEST and CONNECT shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments shall be made payable. If such banking information changes, each party shall provide the other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. CONNECT will provide U S WEST with one address to which such payments shall be rendered and U S WEST will provide to CONNECT only one address to which such payments shall be rendered. In the event CONNECT receives multiple Bills from U S WEST which are payable on the same date, CONNECT may remit one payment for the sum of all Bills payable to U S WEST's bank account specified in this subsection. Each party shall provide the other party with a contact person for the handling of Billing payment questions or problems.

31.8.3. Billing Disputes

31.8.3.1. Each party agrees to notify the other party upon the discovery of a billing dispute. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The following resolution procedure will be followed:

31.8.3.1.1. If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.

31.8.3.1.2. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.

31.8.3.1.3. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.

31.8.3.1.4. If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

31.8.4. Late Payment Charges

31.8.4.1. A late payment charge of 1.5% per month applies to all billed balances, which are not properly disputed, which are not paid by the billing date shown on the next bill. To the extent CONNECT pays the billed balance on time, but the amount of the billed

balance is disputed by CONNECT, and, it is later determined that a refund is due CONNECT, interest shall be payable on the refunded amount from the date of payment in the amount of 1.5% per month.

31.8.4.2. If a party disputes a Charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this agreement if the dispute is resolved in favor of the billing party. If a party disputes Charges and the dispute is resolved in favor of such party, the billing party shall credit the Bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes Charges and the dispute is resolved in favor of the billing party, the disputing party shall pay the billing party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

31.8.4.3. Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.

31.8.5. Adjustments

Subject to the terms of this Attachment, U S WEST will reimburse CONNECT for incorrect Billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, in accordance with U S WEST tariffs. Such reimbursements shall be set forth in the appropriate section of the bill.

31.8.6. Recording Of Call Information

31.8.6.1. The parties agree to record call information in accordance with this subsection. To the extent technically feasible, each party will record all call detail information associated with every call originated or terminated to the other party's local exchange customer. The parties agree that they will record call detail information if technically feasible even if such certain records or call detail information has not been recorded in the past. These records shall be provided at a party's request and shall be formatted pursuant to Bellcore standards and the terms and conditions of this Agreement.

31.8.6.2. U S WEST and CONNECT agree that they will retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least thirty (30) calendar days after transmission to the other party.

31.8.6.3. U S WEST must return EMI records to IXC's with the CONNECT industry standard disconnect rejection code and will work toward providing the Operating Company Number ("OCN", of the associated

ANI. The OCN is needed so that the IXC will know which local company provides service for the working telephone number.

31.8.7. Remedy for Non-Payment of Undisputed Billed Amounts

31.8.7.1. If CONNECT fails to make payments of undisputed amounts on dates and times specified, U S WEST may, thirty days following receipt of written notice (by certified U.S. Mail return receipt requested) to the person designated by CONNECT to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by CONNECT at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If U S WEST does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and CONNECT's noncompliance continues, nothing contained herein shall preclude U S WEST's the right to discontinue the provision of the services to CONNECT without further notice.

31.8.8. Access Charges on Resold Services.

31.8.8.1. When U S WEST local service is rebranded (as opposed to resale of unbundled elements) U S WEST is the appropriate recipient of all access charges, and shall be responsible for directly billing the IXCs for the access related to interexchange calls generated by rebranded customers.

31.8.8.2. The parties agree that there shall no netting of amounts due under this agreement with any other amounts due related to any other services provided under separate agreements. Further, Resale bills, Access bills and bills for Unbundled network elements will be provided as separate bills with separate amounts due that shall not be netted.

31.8.9. Where available, at present or in the future, daily receipt of local and intraLATA usage at the call detail level in standard EMR/EMI industry format. Upon receipt of CONNECT forecast U S WEST will provide for the forecasted areas per wire center the frequency of usage feeds to CONNECT.

31.9. General Requirements for Recorded Usage Data

31.9.1. Rated and Unrated records sent to CONNECT.

There are two major categories of records that U S WEST will transmit: records that U S WEST records on behalf of CONNECT when CONNECT purchases such service, also referred to as unrated records, and records that U S WEST receives from CMDS, other CLECs, etc., that are billable to a CONNECT local customer or calls that U S WEST is authorized to rate such as information service calls, also referred to as rated records.

31.9.2. Deleted.

31.9.3. General Format and Delivery Information.

U S WEST will shall provide recorded usage data in accordance with the Bellcore EMR standard (Bellcore Practice BR010-200-010) and as modified in this Attachment, which shall be updated periodically by mutual agreement, in writing.

31.9.4. Retention.

U S WEST shall retain Recorded Usage Data in accordance with applicable law and regulation, but not less than 45 days.

31.9.5. Separate UNE/Resale file.

U S WEST shall provide separate transmissions for usage related to UNEs billed from IABS and for usage related to Resold services and UNEs billed from CRIS.

31.9.6. Specific Usage Data to Be Supplied by U S WEST

31.9.6.1. When CONNECT purchases from U S WEST Local Service, U S WEST will provide to CONNECT all available Recorded Usage Data relating to measured local and IntraLATA toll calls originating from CONNECT Customers (business and residence), including, but not limited to, the categories of information listed below.

31.9.6.1.1. For calls originating from or billing to CONNECT Customers, U S WEST shall provide the following for Unbundled Elements (for Resold services all call attempts on usage based services):

- All available call attempts data for usage based services
- All completed call data, including resold intraLATA calls by customer, within the Local Calling/Free calling area, calls in the Extended Area, general assistance, etc.
- Use Of CLASS/LASS/Custom Features which are sold on a pay per use basis
- 976 Calls To Information Providers Reached Via U S WEST Facilities And Contracted By U S WEST

- Calls To Directory Assistance Where U S WEST Provides Such Service To CONNECT's Local Service Customer
- Calls Completed Via U S WEST-Provided Operator Services Where U S WEST Provides Such Service To CONNECT's Local Service Customer
- For U S WEST-Provided Centrex Service, Station Level Detail

31.9.6.1.2. All records shall include complete call detail and complete timing information.

31.9.6.1.3. Deleted

31.9.6.1.4. U S WEST shall provide to CONNECT Recorded Usage Data for CONNECT's customers only.

31.9.6.1.5. U S WEST will not submit other carriers' local usage data as part of the CONNECT Recorded Usage Data. Procedures for return of data sent in error which are set forth in this Attachment shall apply to any data of other carriers sent in error to CONNECT.

31.9.6.2. Recording Failures

31.9.6.2.1. CONNECT Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by U S WEST in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon

CONNECT's request, be recovered by U S WEST at no charge to CONNECT. If U S WEST discovers such failures, U S WEST shall notify CONNECT upon discovery. In the event the data cannot be recovered by U S WEST, U S WEST shall estimate the messages and associated revenue, with assistance from CONNECT, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by U S WEST and CONNECT. This estimate will be used by the Parties to determine any amounts owed to CONNECT. U S WEST will provide this amount to CONNECT via a check accompanied by a statement that clearly identifies the purpose of the check.

31.9.6.2.2. Partial Loss.

U S WEST shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

31.9.6.2.3. Complete Loss.

Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or

unreadable tape, or lost for other causes, shall be reported.

31.9.6.2.4. Estimated Volumes.

From message and minute volume reports for the entity experiencing the loss, U S WEST shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

31.9.6.2.5. Exceptions: If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss. If the loss occurs on a weekday that is a holiday (except Christmas), U S WEST shall use volumes from the two (2) preceding Sundays. If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, U S WEST shall use volumes from that day in the preceding year, unless CONNE CT volumes have changed over the prior year, in which case the estimate change will be factored in.

31.9.6.2.6. Net Loss Calculation.

The amount due to CONNE CT will be calculated based on the Average Revenue Per Minute (ARPM) minus the average charge per minute (ACPM) that CONNE CT would have paid to U S WEST, times the estimated lost minutes. The

parties shall agree upon the appropriate ARPM and ACPM to apply.

32. UNBUNDLED NETWORK ELEMENTS

32.1. General Terms

32.1.1. U S WEST agrees to provide the following unbundled network elements which are addressed in more detail in later sections of the agreement.

32.1.1.1. local loop,

32.1.1.2. local switching

32.1.1.3. tandem switching

32.1.1.4. digital cross connect systems (as per the Order)

32.1.1.5. dedicated interoffice transmission facilities,

32.1.1.6. network interface devices,

32.1.1.7. signaling and call-related database facilities,

32.1.1.8. operations support systems functions,

32.1.1.9. operator services, and

32.1.1.10. directory assistance

U S WEST will not restrict the types of telecommunications services CONNECT may offer through unbundled elements, nor will it restrict CONNECT from combining elements with any technically compatible equipment that U S WEST or CONNECT owns or for which CONNECT arranges. U S WEST will provide CONNECT with all of the functionalities of a particular element, so that CONNECT can provide any telecommunications services that can be offered by means of the element. U S WEST agrees to perform and CONNECT agrees to pay for the TELRIC costs of the functions necessary to combine requested elements in any technically feasible manner either with other elements from U S WEST's network, or with elements possessed or arranged for by CONNECT. However, U S WEST need not combine network elements in any manner requested if not technically feasible or if the request would undermine the ability of other carriers to access unbundled elements and interconnect, but must combine elements ordinarily combined in its network in the manner they are typically combined.

32.1.3. Unbundled elements will be available at rates shown in Section 5.1.

32.1.4. U S WEST will provide unbundled elements to CONNECT at parity with what U S WEST provides itself, its affiliates or third parties. When new network elements are identified or developed by U S WEST, U S WEST shall make those new elements available to CONNECT pursuant to FCC rules as effective. This must at a minimum include:

32.1.4.1. Switch features;

32.1.4.2. Treatment during overflow/congestion conditions;

32.1.4.3. Equipment/interface protection;

- 32.1.4.4. Power redundancy;
 - 32.1.4.5. Sufficient spare facilities to ensure provisioning, repair, performance, and availability;
 - 32.1.4.6. Standard facility interfaces;
 - 32.1.4.7. Real time access to integrated test functionality (manual testing for interconnection),
 - 32.1.4.8. Disaster recovery, and
 - 32.1.4.9. Permitting CONNECT to interconnect CONNECT facilities or facilities provided by CONNECT or by third parties with each of U S WEST's UNEs.
- 32.1.5. Within 48 hours of any disconnect, U S WEST will notify CONNECT of the disconnect of any CONNECT unbundled element/combination/service where services, or facilities are provided by U S WEST.
- 32.1.6. Unbundled elements will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996, as effective.
- 32.2. Description of Unbundled Elements
- 32.2.1. Unbundled Local Loops

Unbundled Local Loops include two - wire and four - wire analog and digital loops and may utilize cross - connects to either other unbundled elements or carrier facilities.

32.2.1.1. An Unbundled Loop establishes a transmission path between the U S WEST distribution frame (or equivalent) up to, and including, loop concentrators/multiplexer (if appropriate) and U S WEST's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.

32.2.1.2. Basic Unbundled Loops are available as a two - wire or four - wire, point -to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two - wire configuration, CONNECT is requested to specify loop start, ground start or loop reverse battery options. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to CONNECT.

32.2.1.3. To the extent CONNECT requires an Unbundled Loop to provide ISDN, HDSL, ADSL, DSI, DS3 or OCn service, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standard.

32.2.1.4. Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the functions

desired. U S WEST will provide CONNECT with the available NC/NCI codes and their descriptions.

32.2.1.5. Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate technical reference publications. U S WEST's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. U S WEST does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CONNECT's end user and U S WEST's end office and may vary due to characteristics inherent in the physical network. U S WEST, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section 21, Notice of Changes, herein.

32.2.1.6. Facilities and lines furnished by U S WEST on the premises of CONNECT's end users and up to the NID or equivalent are the property of U S WEST. U S WEST must have access to all such facilities for network management purposes. U S WEST's employees and agents may enter said premises at any reasonable hour to test and inspect facilities and lines in connection with such purposes or upon termination

or cancellation of the Unbundled Loop service to remove such facilities and lines.

32.2.1.7. Unbundled loops include the facilities between the U S WEST distribution frame up to and including U S WEST's NID located at CONNECT's end user premise. The connection between the distribution frame and CONNECT facilities is accomplished via channel terminations that can be ordered in conjunction with either Collocation or Unbundled Interoffice Transport Service.

32.2.1.8. Ordering and Maintenance.

32.2.1.8.1. For the purposes of loop assignment, tracking, and dispute resolution; U S WEST will require a Customer Authorization or validation check for each existing U S WEST end user for which CONNECT has requested reassignment of the loop serving that end user.

32.2.1.8.2. CONNECT is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. U S WEST will work cooperatively with CONNECT to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. CONNECT must provide to U S WEST switch-based test results when testing its customer's trouble prior to U S WEST performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards.

U S WEST shall provide CONNECT with Maintenance of Service charges in accordance with applicable time and material charges in U S WEST tariffs when the trouble is not in U S WEST's network. Billing of Time & Material charges will be accompanied by sufficient documentation to verify such charges.

32.2.1.8.3. CONNECT will be responsible to submit to U S WEST a disconnect order for a Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities specified for cessation of service will be returned to U S WEST when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service. In such case, U S WEST will provide notification to the outgoing CLEC.

32.2.1.8.4. The installation due date will be provided as part of the automated order, but may be negotiated as needed. New connects with related orders will be physically worked within the same calendar day.

32.2.1.8.5. When ordering Unbundled elements, CONNECT is responsible for ordering elements that are compatible with the service desired.

32.2.1.8.6. When a U S WEST technician is dispatched for repair, and the trouble is found not to be in a U S WEST system or facility, a Trouble Isolation

Charge (TIC) based on time and materials will apply. Billing of Time & Material charges will be accompanied by sufficient documentation to verify such charges.

32.2.1.8.7. CONNECT will be responsible for providing battery and dial tone to its connection point 24 hours prior to the due date on the service order.

32.2.1.8.8. The following procedure shall apply to Unbundled Loops ordered with the option of Basic Testing at Coordinated Time:

32.2.1.8.8.1. At least forty-eight (48) hours before an unbundled loop order cutover, the Parties will agree on a specific cutover time. The cutover time will be defined as a 30 minute window within which both the CONNECT and U S WEST personnel will make telephone contact to complete the cutover.

32.2.1.9. CONNECT and U S WEST will work cooperatively to develop forecasts for Unbundled Loop service. U S WEST requests an eighteen month forecast of Unbundled Loop service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as CONNECT confidential information.

32.2.1.10. Billing and Usage Measurement for Unbundled Elements.

Billing and usage measurement for unbundled elements will be accomplished in the same manner as described in Section 31, Resale with the following addition:

- the Parties will provide each other all necessary Terminating call records to ensure accurate billing to IXCs, CLECs, or other parties who terminate calls to CONNECT.

32.2.2 Local Switching Element

32.2.2.1. DELETED

32.2.2.2. DELETED

32.2.2.2.1. Line-side switching includes connection to an MDF where a cross-connect to a loop may be obtained and a switch card with connection to the card.

32.2.2.2.2. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.

32.2.3. Tandem Switching Element

US WEST will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather

than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

32.2.4. Interoffice Transmission Facilities Element

32.2.4.1. When CONNECT purchases tandem switching from U S WEST, in conjunction, U S WEST will make available access to common transport facilities between end offices and the tandem switch.

32.2.4.2. Further, U S WEST will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPS, tandem switches and SWCs, end offices or tandems of U S WEST, and the wire centers of U S WEST and requesting carriers. U S WEST will also provide all technically feasible transmission capabilities, such as DS 1, DS3, SONET, and Optical Carrier levels (e.g. OC-3/12/48/96) that CONNECT could use to provide telecommunications services. Dedicated Interoffice Transmission Facilities are available between U S WEST offices or U S WEST offices and the offices of others.

32.2.5. Digital Cross Connect System Element.

A DCS is a network element that interfaces facilities operating, at a standard digital signal rate, and automatically connects incoming signals or their constituent tributary signals to any outgoing facility according, to an electronically alterable memory map.

32.2.5.1. U S WEST will provide CONNECT with access to mutually agreed upon digital cross-connect system (DCS) points.

32.2.5.2. DS 1, DS3 and Optical capabilities shall be provided where available, at present or in the future.

32.2.5.3. Digital Cross-Connect access will be provided in the same manner such is provided to IXCs.

32.2.6. Network Interface Device (NID) Element

32.2.6.1. Service Description.

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

32.2.6.2. U S WEST shall allow CONNECT access to the network interface device per FCC rules as effective .

32.2.6.3. CONNECT may connect its loops, to the U S WEST NID.

32.2.6.4. Any costs associated with CONNECT connecting to U S WEST's NID will be the responsibility of CONNECT.

32.2.6.5. If CONNECT purchases an unbundled loop, CONNECT may provide its own NID or have U S WEST provide the NID.

32.2.6.6. Charges for work performed to connect the loop to the NID will be on a Time and Materials basis and will be accompanied by sufficient documentation to verify such charges.

32.2.7. Operator Services.

Operator Services shall be available on both a wholesale basis and an unbundled basis to CONNECT. "CONNECT" shall be the brand on CONNECT calls when technically feasible. Custom routing shall be provided when technically feasible. CONNECT rates shall be quoted when technically feasible. Refer to Sections 13, 14, and 15 for more explicit requirements.

32.2.8. Directory Assistance Services.

Directory Assistance shall be available on both a wholesale basis and an unbundled basis to CONNECT. "CONNECT" shall be the brand on CONNECT calls when technically feasible. CONNECT data shall be included in the U S WEST database. The U S WEST database shall be available to CONNECT. Custom routing shall be provided when technically feasible. Refer to Section 16 for explicit requirements.

32.2.9. Operations Support Systems.

Operations Support Systems including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997. Refer to Section 20 for explicit requirements.

32.2.10. Additional Unbundled Elements

U S WEST shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled network elements not covered in this Agreement in response to specific requests therefor, pursuant to the Bona Fide Request process detailed in Section 24 of this Agreement.

33 SECTION LEFT INTENTIONALLY BLANK

34. SERVICE MEASURES AND STANDARDS

34.1.1. U S WEST shall indemnify CONNECT for U S WEST's proportionate share of any forfeitures or civil penalties or other regulator-imposed fines imposed on CONNECT for failure to meet commission imposed service standards, based upon U S WEST's percentage of fault for failure.

Determination of service standard requirements shall be deferred until the South Dakota institutes a docket on and issues an order in connection with service standard requirements.

35 MISCELLANEOUS TERMS

35.1 U S WEST will follow Network Reliability Council (NRC) guidelines for the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.

35.2 U S WEST shall make available an initial electronic copy or a hard copy of the Service Address Guide ("SAG"), or its equivalent, on a going-forward basis. Updates are expected as changes are made to the SAG.

35.3 U S WEST will provide CONNECT with parity level knowledge of any engineering changes associated with U S WEST's network elements and deployment of new technologies where CONNECT is affected. CONNECT shall receive notice of the availability of new switch features and network replacements at the same time that U S WEST marketing personnel receive it to ensure parity in network information availability. This will be made available following the established ONA network disclosure process.

36. GENERAL PROVISIONS

36.1. Master Service Agreement.

A master services agreement shall be developed providing for all interconnection and electronic bonding. New contracts shall not be required as additional Points of Interconnection ("POI") are established, additional collocation arrangements are created, or additional electronic systems pass data to one another. Rather, schedules to the master service agreement detailing the inventory of POIs and other items subject to the master services agreement shall be updated.

36.1.1. Each Party shall use its best efforts to comply with an agreed upon Implementation Schedule(s).

36.1.2. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with CONNECT's network and to terminate the traffic it receives in that standard format or the

proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. 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.

36.1.3. 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 Customers, and 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, if practicable, at the earliest practicable time.

36.1.4. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

36.1.5. 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.

36.2. Most Favored Nation Terms and Treatment

If U S WEST enters into an agreement with a party other than CONNECT during the course of this Agreement which contains terms and conditions different from those available under this Agreement, CONNECT may substitute terms and conditions of that agreement for terms and conditions contained in this Agreement.

36.3. Customer Authorization

Where so indicated in Section 31.3.5 of this Agreement, CONNECT is responsible to have a Customer Authorization or have in place and maintain the integrity of a third party PIC verification process. CONNECT is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with U S WEST, the provision of service by CONNECT, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of CONNECT to act on behalf of the end user, CONNECT is responsible for providing validation of its authority to U S WEST.

36.4. Taxes

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. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

36.5. Revenue Protection

- 36.5.1. U S WEST shall make available to CONNECT all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements providing U S WEST has these capabilities available for their own network. These features may include, but are not limited to screening codes, call blocking of international, 800, 900, 976, and 700 numbers. U S WEST may provide partitioned access to fraud prevention, detection and control functionality within Operations Support Systems ("OSS") if U S WEST has these features available in their network which currently include Line Information Data Base monitoring systems, High Toll Notifiers, SS7 and AMA suspect traffic alerts. Use of additional fraud techniques over and above what U S WEST has deployed in their network will be billable.
- 36.5.2. Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error.
- 36.5.3. Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the party having administrative control of access to said Network Element or operational support system software.
- 36.5.4. U S WEST shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

36.5.5. To the extent that incremental costs are directly attributable to a CONNECT requested revenue protection capability, those costs will be borne by CONNECT.

36.6. Intellectual Property.

36.6.1. For Resold services, each party agrees to defend and pay any damages awarded against the other Party (the "Requesting Party"), or their customers, based on any claim, demand, or proceeding that the use, sale, offer for sale performance or provision of any facilities, equipment, services or other item provided by that Party (the "Providing Party") under this Agreement, infringes any patent, copyright, or constitutes misappropriation of a trade secret, or if based on use of any trademark authorized hereunder, violates any other proprietary or intellectual property right of a third party. The Requesting Party will notify the Providing Party promptly in writing of any such claim, demand or proceeding, and give such information, assistance and such authority as is afforded by applicable laws for the handling or defense of such claim all at the Providing Party's expense. The Providing Party shall have sole control over the defense of any such claim, demand or proceeding and all negotiations regarding its settlement. The Providing Party shall not have any obligation hereunder if any infringement or allegation thereof is based upon use of any item in combination with an other item not furnished by the Providing Party (unless the other item is merely an immaterial part of the combination or is a staple) or based upon use of any item in a manner for which it was not provided or intended. Each party shall use reasonable efforts to avoid infringement and settle any infringement claims, based on the provision of any facilities, equipment, services, or other item provided by the Providing Party. In the event of a claim of infringement, the resellers' liability shall be limited to its

proportionate share (e.g. number of reseller lines compared to total Providing Party's and resold lines) of damages in relation to the Providing Party's entire exposure and after the Providing Party stands liable for the first \$500,000 of damages that would be apportioned to the reseller.

36.6.2. For the use and provisioning of unbundled elements, the Parties agree to negotiate provisions related to Intellectual Property defense and apportionment of damages, and third party intellectual property licenses in accordance with FCC decisions as effective resulting from CCB Docket 97-19.

36.6.3. Each Party shall not, without the express written permission of the other Party state that; a) the other party is in any way connected or affiliated with other Party or its affiliates, b) they are part of a joint business association or similar arrangement with the other Party or its affiliates, c) the other Party is sponsoring endorsing or certifying a Party's goods and services, or d) with respect to a Party's advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the Other Party or any of its affiliates. Nothing in this paragraph shall prevent each Party from truthfully describing the network elements it uses to provide service to its customers.

36.6.4. Except as expressly provided in this Agreement, 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 now or hereafter owned, controlled or licensable by either Party.

36.6.5. CONNECT may use the phrase "CONNECT is a reseller of U S WEST Communications services" (the Authorized Phrase) in CONNECT's printed materials provided:

- 36.6.5.1. The Authorized Phrase is not used in connection with any goods or services other than U S WEST services resold by CONNECT, or included in any advertising materials that contain goods or services other than those being resold by CONNECT.
- 36.6.5.2. CONNECT's use of the Authorized Phrase does not, in U S WEST's reasonable discretion, cause customers to believe that CONNECT is U S WEST.
- 36.6.5.3. The Authorized Phrase, when displayed, appears only in text form (CONNECT may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the largest use of CONNECT's name and in no event shall exceed 8 point size.
- 36.6.5.4. CONNECT shall provide CONNECT's first use of the Authorized Phrase in a particular printed material to U S WEST for its prior written approval. U S WEST must provide such approval or the reasons for rejection within 10 days of such submission. U S WEST's failure to respond shall be deemed approval.
- 36.6.5.5. If U S WEST reasonably determines that CONNECT's use of the Authorized Phrase causes customer confusion, U S WEST may in its

reasonable discretion immediately terminate CONNECT's right to use the Authorized Phrase.

36.6.5.6. Upon termination of CONNECT's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease and CONNECT shall immediately cease any and all such use of the Authorized Phrase.

36.6.5.7. CONNECT's advertising materials comply with all state and federal laws including but not limited to unfair competition, trade libel and trademark law.

36.6.6. CONNECT acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and U S WEST respectively or their successors in interest (the "Owners"). CONNECT recognizes that nothing contained in this Agreement is intended as an assignment or grant to CONNECT of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. CONNECT will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. CONNECT will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. U S WEST

warrants that U S WEST is the owner of or has the right to allow CONNECT to use the U S WEST Marks.

36.6.7. Notwithstanding the prohibitions of 36.6.2, U S WEST may refer to the fact that CONNECT is reselling U S WEST services (the "Reference") provided:

- a) The Reference does not, in CONNECT's reasonable discretion, cause customers to believe that U S WEST is CONNECT;
- b) CONNECT's name appears only in text form (U S WEST may not use CONNECT's logo) with all letters being the same font and point size. The point size of CONNECT's name shall be no greater than the smallest use of the U S WEST name in the advertisement or material;
- c) U S WEST shall provide U S WEST's first use of the Reference in a particular printed material to CONNECT for its prior written approval. CONNECT must provide such approval or the reasons for rejection within 10 days of such submission. CONNECT's failure to respond shall be deemed approval.
- d) If CONNECT reasonably determines that U S WEST's Reference causes customer confusion, CONNECT may in its reasonable discretion, immediately terminate U S WEST's right to make the Reference;
- e) Upon termination of this agreement, all permission or right to make the Reference shall immediately cease to exist and U S WEST shall immediately cease any and all such use, and
- f) U S WEST's advertising materials comply with all state and federal laws including but not limited to unfair competition, trade libel and trademark law.

- g) The Reference is included in a listing of U S WEST's other reseller relationships.

36.6.8. U S WEST acknowledges the value of the marks "CONNECT" and "CONNECT Communications Company L.P." (the "CONNECT Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to CONNECT, Corporation and CONNECT Communications Company L.P. respectively or their successors in interest (the "Owners"). U S WEST recognizes that nothing contained in this Agreement is intended as an assignment or grant to U S WEST of any right, title or interest in or to the CONNECT Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the CONNECT Marks and is not assignable. U S WEST will do nothing inconsistent with the Owner's ownership of the CONNECT Marks, and all rights, if any, that may be acquired by use of the CONNECT Marks shall inure to the benefit of the Owners. U S WEST will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the CONNECT Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. CONNECT warrants that CONNECT is the owner of or has the right to allow U S WEST to use the CONNECT Marks.

36.6.9. Notwithstanding the above, each Party may refer to the other in comparative advertising provided:

- a) The use of the other Party's name is not more prominent than the name of the Party commissioning the advertising;

- b) A Party's use of the other Party's name does not cause customers to believe that the other Party is connected or affiliated with the Party, or that the other Party sponsors, endorses or certifies the Party.
- c) The other Party's name, when visually displayed, appears only in text form (neither party may use the other Party's logo) with all letters being the same font and point size. The point size of the other Party's name shall be no larger than the nearest use of the other Party's name;
- d) In radio and television advertising and telephone conversations and solicitations, the other Party's name is not referred to in the introduction or conclusion;
- e) The Authorized Phrase and the Reference are not used on or within the comparative advertising materials or during the telephone conversation;
- f) The comparative advertising materials are not distributed with other advertising materials that use the Authorized Phrase and ;
- g) The comparative advertising materials comply with all state and federal laws including but not limited to unfair competition, trade libel and trademark law.

36.7. Severability.

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

36.8. Responsibility for Environmental Contamination.

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.

36.9. Responsibility of Each Party.

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 or, (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.

36.10. Referenced Documents.

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, CONNECT practice, U S WEST practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) or each document incorporated by reference in such a technical reference, technical publication, CONNECT practice, U S WEST practice, or publication of industry standards (unless CONNECT elects otherwise). Should there be any inconsistency between or among publications or standards, CONNECT shall elect which requirement shall apply.

36.11. Publicity and Advertising.

Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party.

U S WEST shall not make public announcements, press releases or communicate to the media in any way the signing of this contract without the express written permission of the CONNECT contacts listed herein.

This shall not be construed to restrict U S WEST's ability to convey such information in regulatory or legal proceedings.

36.12. Executed in Counterparts.

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

36.13. Headings of No Force or Effect.

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

36.14. Entire Agreement.

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

36.15. Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

36.16. Disclaimer of Agency.

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.

36.17. Survival.

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

36.18. Effective Date.

This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.

36.19. Amendment of Agreement.

CONNECT and U S WEST may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. This agreement is also subject to amendment by Commission order.

36.20. Indemnity.

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

36.20.2. The indemnification provided herein shall be conditioned upon:

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

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

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

36.21. Limitation of Liability.

36.21.1. Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

36.21.2. Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

36.21.3. Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

36.21.4. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or

punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (1) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such party's negligent act or omission or that of their respective agents, subcontractors or employees nor shall anything contained in this section limit the Parties' indemnification obligations, as specified below.

36.22. Controlling Law.

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

The following applies to the state of South Dakota only (Order Approving Agreement, 11-21-97, p. 1) This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state of South Dakota.

36.23. Cancellation Charges.

Except as provided pursuant to a Network Element Network Interconnection and Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

36.24. Regulatory Approval.

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. In the event the Commission rejects any portion of this Agreement, the parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification to the rejected portion.

36.25. Compliance.

Each party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

36.26. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such non-compliance 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.

36.27. Independent Contractor.

Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

36.28. Force Majeure.

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") 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.

36.29. Dispute Resolution.

36.29.1. General Provision for Dispute Resolution.

The Parties agree, in good faith, to attempt to resolve any claim, controversy or dispute between the Parties, their agents,

employees, officers, directors or affiliated agents ("Dispute") through negotiation or arbitration. This paragraph shall not be construed to waive the Parties' rights to seek legal or regulatory intervention as provided by state or federal law. In the event that simple good faith discussions between the parties cannot resolve an issue the following process will be invoked unless otherwise agreed to by the parties on a case specific basis:

36.29.2. Alternative Dispute Resolution Process.

36.29.2.1. Purpose.

This section is intended to provide for the expeditious, economical, and equitable resolution of disputes between CONNECT and U S WEST arising under this Agreement.

36.29.2.2. Remedy.

36.29.2.2.1. Either Party to this Agreement may invoke the informal and formal complaint procedures of the Commission for any dispute arising out of this Agreement or its breach, except for disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. By mutual agreement, the parties may refer a dispute to negotiation and arbitration under the procedures provided herein. U S WEST and CONNECT agree not to resort to any court, agency, or

private group with respect to such disputes except in accordance with this Attachment.

36.29.2.2.2. If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

36.29.2.2.3. If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any U S WEST tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this section, the following provisions shall apply:

36.29.2.2.4. To the extent required by law, the agency ruling shall be binding upon the parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

36.29.2.2.5. The arbitration ruling rendered pursuant to this section shall be binding upon the parties for purposes of establishing their respective contractual rights and obligations under this

Agreement, and for all other purposes not expressly precluded by such agency ruling.

36.29.2.3. Informal Resolution of Disputes.

36.29.2.3.1. Prior to initiating an arbitration pursuant to the American Arbitration Association ("AAA") rules, as described below, the parties to this Agreement shall submit any dispute between U S WEST and CONNECT for resolution to designated representative at the Vice President-or-above level and one representative from U S WEST at the Vice-President-or-above level (or at such lower level as each Party may designate).

36.29.2.3.2. The Parties may enter into a settlement of any dispute at any time. The Settlement Agreement shall be in writing, and shall identify how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.

36.29.2.4. Initiation of an Arbitration.

If the Internal Review process detailed in Section 3 is unable to resolve the dispute within 30 days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, the Parties may initiate an arbitration in accordance with the AAA rules.

36.29.2.5. Governing Rules for Arbitration.

The rules set forth below and the rules of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

36.29.2.6. Appointment and Removal of Arbitrator.

36.29.2.6.1. A sole Arbitrator (the "Arbitrator") will preside over each dispute submitted for arbitration under this Agreement.

36.29.2.6.2. The Parties shall appoint an Arbitrator who will serve for the term of this Agreement, unless removed pursuant to Section 6.4 of this Attachment 1. The appointment will be made by mutual agreement in writing within thirty (30) days after the Parties have initiated an arbitration proceeding (or such longer period as the Parties may mutually agree to in writing).

36.29.2.6.3. In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may request, in writing,

the appointment of one or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty (30) days after receipt of such request (or within such longer period as the Arbitrator's request designates). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion, provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in proceedings over which they preside, but shall serve only for the duration of the disputes for which they were retained.

- 36.29.2.6.4. The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator appointed pursuant to Section 36.29.2.6.2 of this Agreement may for good cause shown be removed at any time unilaterally by either Party, upon thirty (30) days' prior written notice to the Arbitrator and to the other Party.

36.29.2.6.5. In the event that an Arbitrator resigns, is removed pursuant to Section 36.29.2.6.4 of this Agreement, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

36.29.2.6.6. In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Section 36.29.2.6.2 of this Agreement, an additional Arbitrator within the time limit set forth in Section 36.29.2.6.3 of this Agreement, or a replacement Arbitrator within the time limit set forth in Section 36.29.2.6.5 of this Agreement, either Party may apply to AAA for appointment of such Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide ten (10) days'

prior written notice to the other Party to this Agreement.

36.29.2.7. Duties and Powers of the Arbitrator.

The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, except that the Arbitrator may not award punitive damages; or any remedy rendered unavailable to the Parties. The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

36.29.2.8. Discovery.

U S WEST and CONNECT shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either U S WEST or CONNECT may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between U S WEST and CONNECT, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.

36.29.2.9. Privileges.

Although conformity to certain legal rules of evidence may not be necessary in connection with arbitrations initiated pursuant to this Attachment, the Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity.

36.29.2.10. Location of Hearing.

Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis.

36.29.2.11. Decision.

36.29.2.11.1. The Arbitrator's decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

36.29.2.11.2. In the event that the Arbitrator's decision results in a written modification of this Agreement

executed by the parties (the "Modification"), the Modification shall be filed with the appropriate state utilities commissions.

36.29.2.12. Fees.

36.29.2.12.1. The Arbitrator's fees and expenses that are directly related to a particular proceeding shall be shared equally by the Parties. In the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must include the sharing of the Arbitrator's fees.

36.29.2.12.2. All parties shall bear their own costs directly associated with the arbitration, including an any action to enforce or confirm the arbitrator's decision, unless otherwise directed by the arbitrator.

36.29.2.13. Confidentiality.

36.29.2.13.1. U S WEST, CONNECT, and the Arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement

of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

36.29.2.13.2. In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

36.29.2.13.3. To the extent that any information or material is disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with this Agreement. However, nothing in this Agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

36.29.2.14. Service of Process.

36.29.2.14.1. Service may be made by submitting one copy of all pleadings and attachments and any other documents

requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class certified U.S. Mail; (iii) the next business day if sent by overnight courier service; (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. Mail, or overnight courier service.

36.29.2.14.2. Service by CONNECT to U S WEST and by U S WEST to CONNECT at the address designated for delivery of notices in this Agreement shall be deemed to be service to U S WEST or CONNECT, respectfully.

36.30. Commission Decision.

This Agreement shall at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

36.31. Nondisclosure.

36.31.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes,

drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

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

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

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

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

the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

36.32. Notices.

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below.

U S WEST

Director Interconnect Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:

U S WEST Law Department
Attention: General Counsel Interconnection
1801 California, 51st Floor
Denver, CO 80202

CONNECT

Connect Holding Corporation
Mr. Ed Moore
124 West Capitol Avenue, Suite 250
Little Rock, Arkansas 72201

Each Party shall inform the other of any changes in the above addresses.

36.33. Assignment.

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

36.34. Warranties.

36.34.1. 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.

36.34.2. Except as otherwise provided herein, each party shall perform its obligations in a nondiscriminatory manner relative to its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

36.35. Default.

If either Party defaults in the payment of any undisputed amount due hereunder, or if either Party violates any other provision of this

Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. 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.

36.36. Nonexclusive Remedies.

36.36.1. Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

36.36.2. The obligations of U S WEST and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, CONNECT may sue in equity for specific performance.

36.36.3. In the event U S WEST intentionally fails to switch a subscriber to CONNECT service as requested through an CONNECT service request, within the intervals set forth in this Agreement, the continued provision of Telecommunications Services by U S WEST to such subscriber shall be deemed an illegal change in subscriber carrier selection commencing with the time at which U S WEST failed to switch such subscriber. In such event, U S WEST shall reimburse CONNECT in an amount equal to all charges paid by such subscriber to U S WEST from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to CONNECT under this Agreement or otherwise available.

36.36.4. All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

36.37. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, 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.

36.38. Credit Worthiness Database.

CONNECT and U S WEST agree to make available to a mutually agreed upon third-party credit reporting agency, on a timely basis, such of the following Customer payment history information available for each person or entity that applies for local service or intraLATA toll Telecommunications Service(s) from either carrier:

Applicant's name;

Applicant's address;

Applicant's previous phone number, if any;

Amount, if any, of unpaid balance in applicant's name;

Whether applicant is delinquent on payments;

Length of service with prior local or intraLATA toll provider;

Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefore; and,

Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment,

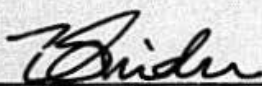
or provide another form of security including the amount of each.

- 36.39 Branding Services offered by CONNECT that incorporate Network Elements or Combinations made available to CONNECT pursuant to this Agreement, and Local Services that CONNECT offers for resale shall, at CONNECT's sole discretion, be branded exclusively as CONNECT services, or otherwise, as CONNECT shall determine. CONNECT shall provide the exclusive customer service interface to CONNECT Customers in connection with the marketing, offering or provision of CONNECT services, except as CONNECT shall otherwise specify. In those instances where CONNECT requires USWC personnel to interface directly with CONNECT Customers, either orally, in person, or by telephone, or in writing, such personnel shall identify themselves as representing CONNECT. All forms, business cards or other business materials furnished by USWC to CONNECT Customers shall be subject to CONNECT's prior review, and shall bear no corporate name, logo, trademark or trade name other than CONNECT's or such other brand as CONNECT shall determine, unless otherwise specified by the Commission. In no event shall USWC personnel acting on behalf of CONNECT pursuant to this Agreement provide information to CONNECT local service customers about USWC products or services. USWC shall provide, for CONNECT's review, the methods and procedures, training and approaches to be used by USWC to ensure that USWC meets CONNECT's branding requirements.

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

CCCSD, Inc. dba Connect! *

U S WEST Communications, Inc.*

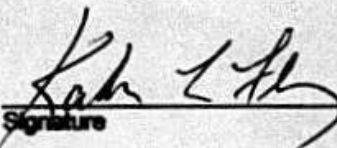


Signature
Ted L. Snider, Jr.

Name Printed/Typed
President

Title
December 17, 1998

Date



Signature
Kathy Fleming

Name Printed/Typed
Executive Director-Interconnect

Title
12/23/98

Date

* This Agreement is made pursuant to Section 252 (i) of the Act and is premised upon the Interconnection Agreement between Sprint Communications Company, L.P. and U S WEST Communications, Inc. (the "Underlying Agreement"). Notwithstanding anything else herein to the contrary, neither party is granting any rights to the other beyond those rights inherent in the Act, nor is either party waiving any rights that it otherwise has under the Act.

The Underlying Agreement was approved by the Commission on November 21, 1997.

With respect to this Agreement, the Parties understand and agree:

- i) The Parties shall request the Commission to expedite its review and approval of this Agreement.
- ii) Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, U S WEST may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

iii) This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged (see, Iowa Utilities Board v. Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997), et seq.) and the proceedings where the Commission's decision(s) giving rise to the Underlying Agreement are under and subject to appeal and review (the "Proceedings"). The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the Proceedings, although the pricing does reflect the Commission's most current generic order, if any. Accordingly, when a final, non-appealable decision or decisions are made in the Proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement.

iv) Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, and it reasonably appears that the parties to the Underlying Agreement would have negotiated and agreed to different term(s) condition(s) or covenant(s) than as contained in the Underlying Agreement had such change or modification been in existence before execution of the Underlying Agreement, then this Agreement shall be amended to reflect such different terms(s), condition(s), or covenant(s). To the extent any order or decision of a court, the FCC, or the Commission prospectively alters the state of the law applicable to the Underlying Agreement, then this Agreement shall be altered prospectively as of the date of the order or decision consistent with the terms of this paragraph (iv). Where the parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

APPENDIX A

Application of Rates and Charges for Unbundled Network Elements.

APPENDIX B

Summary of Amendments to the Contract

South Dakota

Public Utilities Commission



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

January 28, 1999

Mr. Todd L. Lundy
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver, CO 80202

Mr. Cindy Lee
Manager of Regulatory Affairs
124 West Capitol Avenue, Suite 250
Little Rock, AK 72201

Re: Resale Agreement between U S WEST Communications,
Inc. and CCCSD, Inc. dba Connect
South Dakota PUC Docket TC99-007

Dear Folks:

Please be advised that in reviewing this Resale Agreement, it has been discovered that CCCSD, Inc. dba Connect does not hold a Certificate of Authority from the South Dakota Public Utilities Commission to be a competitive local exchange company.

Under 47 U.S.C. § 252(e)(1) interconnection is to be between the incumbent local exchange carrier and a requesting telecommunications carrier. The term "telecommunications carrier" is defined at 47 U.S.C. § 153(44). In order to be a telecommunications carrier, that entity must be a provider of telecommunications services. Unless and until a telecommunications company has a Certificate of Authority under South Dakota law, it is not a "provider" under the federal Act.

Therefore, staff views this as an incomplete filing and will not make a recommendation to the Commission with regard to the tendered Interconnection Agreement until CCCSD, Inc. dba Connect has a Certificate of Authority to operate in South Dakota. It is my position in this matter that the time for approval of this Agreement does not start to run until such time as a telecommunications carrier as defined by the statute is authorized to do business and is thus eligible to enter into a Resale Agreement.

Very truly yours,

Cannon Hoesack
Staff Attorney

cc: Mr. Harlan Best



Capital Office
Telephone (605)773-3288
FAX (605)773-3289

Transportation
Washington, D.C.
Telephone (605)773-4328
FAX (605)773-3225

Communications
1-800-333-1782

TTY Through
Relay South Dakota
1-800-677-4113

Internet
http://www.puc.sd.gov

At-Long
Chairman
Tom Nelson
Vice-Chairman
Linda Schwabacher
Commissioner

William Beldick Jr.
Executive Director

Edward E. Anderson
Robert Lee
Mark C. Peterson
Charles Sibley
Sam Cohen
Karen E. O'Leary
Michele Fiedler
William Fogg
Linda Burdette
Katie Burdette
Lori Bailey
Carmen Blum
Don Burdette
Bob Kuehn
Debbie Kuhn
Arlene P. Lamm
Terry Hansen
Gregory A. Miller
Tammie Slaughter
William M. Wright
Margaret Ann Yon

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of January 21, 1999 through January 27, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705, Fax: 605-773-3809.

ELECTRIC

EL99-002

In the Matter of the Filing by Big Stone City, South Dakota and Whetstone Valley Electric Cooperative, Inc. for Approval of Electrical Service Area Boundaries.

Big Stone City, South Dakota and Whetstone Valley Electric Cooperative, Milbank, South Dakota, filed for approval by the Commission a Boundary Agreement in which the parties have come to a mutual agreement relative to the south boundary dividing the electric utility customers for Big Stone City and Whetstone Valley.

Staff Attorney: Karen Cramer

Staff Analyst: Martin Bethmann

Date Filed: 01/25/99

Intervention Deadline: N/A

GRAIN DEALER

GD99-001

In the Matter of the Receivership of Grain Dealer Bonds of Britton Durum Corporation.

The South Dakota Public Utilities Commission (Commission) has been appointed a Receiver by the Fifth Judicial Circuit Court to take possession of grain dealer bond proceeds of Britton Durum Corporation, Britton, South Dakota. The bond company is St. Paul Mercury Insurance Company. The Commission has entered an Order and will publish a Notice of Hearing in this matter in the Aberdeen American News of Aberdeen, South Dakota, and the Britton Journal, Britton, South Dakota. Notice is given that a hearing will be held on February 18, 1999, at 1:30 P.M., at the Community Room, Brown County Courthouse, 25 Market Street, Aberdeen, South Dakota. Claimants are encouraged to appear at this hearing to present evidence of their claims which may include, but be limited to, such documents as scale tickets, settlement sheets, bad checks and other evidence of a sale of grain to Britton Durum Corporation which have not been paid. The Commissioner's decision as Receiver is subject to the final approval of the Fifth Circuit Court of the state of South Dakota and appeal to the South Dakota Supreme Court.

Staff Attorney: Camron Hoseck
Staff: Jeff Lorenson, Director
Transportation and Warehouse Division

TELECOMMUNICATIONS

TC99-007
In the Matter of the Filing by U S WEST Communications, Inc. for
Approval of Negotiated/Arbitrated Terms of Agreement for
Interconnection, Resale, and Unbundled Elements between CCCSD, Inc.
dbs Comnet1 and U S WEST Communications, Inc.

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 February 10, 1999. Parties to the agreement may file written
responses to the comments within twenty days of service of the
comments.

Staff Attorney: Camron Hoseck
Staff Analyst: Harlan Best
Date Filed: 01/21/99
Comments Due: 02/10/99

TC99-008
In the Matter of the Application of HJN Telecom, Inc. for a Certificate of
Authority to Provide Local Exchange Service in South Dakota.

HJN Telecom, Inc. is a reseller which intends to offer all forms of
intrastate local exchange services in areas served by any LECs that are
not eligible for a small or rural carrier exemption.

Staff Attorney: Karen Cramer
Staff Analyst: Keith Senger
Date Filed: 01/22/99
Intervention Date: 02/12/99

TC99-009
In the Matter of the Application of Meadco Communications, Inc. for a
Certificate of Authority to Provide Telecommunications Services in South
Dakota.

Meadco Communications, Inc. by their attorneys, notified the Commission
of an acquisition of assets from Cherry Communications Incorporated to
Meadco Communications, Inc. and requested that Cherry's Certificate of
Authority be transferred to Meadco Communications, Inc.

Staff Attorney: Karen Cramer
Staff Analyst: Harlan Best
Date Filed: 01/26/99
Intervention Deadline: 02/12/99

TC99-010 In the Matter of the Application of Williams Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Williams Communication, Inc. intends to provide interexchange switched voice services primarily to the wholesale market, which consists of other telecommunications carriers. Williams also plans to offer interexchange private line services.

Staff Attorney: Camron Hoseck

Staff Analyst: Keith Senger

Date Filed: 01/26/99

Intervention Deadline: 02/12/99

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You may subscribe to the PUC mailing list at <http://www.state.sd.us/puc/>

May 17, 1999

RECEIVED
MAY 25 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



Mr. Bill Bullard, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

Re: Amendment One to applications of CCCSD, Inc., d/b/a Connect!

Dear Mr. Bullard:

Enclosed for filing are the original and eight (8) copies of Amendment One to all submissions of CCCSD, Inc., d/b/a Connect!.



I have included an extra copy of this letter, which I would appreciate your stamping with the filing time and returning to me.

If you have any questions regarding this amendment, please call me at 501-401-7711.

Sincerely,

A handwritten signature in cursive script that reads "Carole Hamon".

Carole Hamon
Regulatory Affairs

124 WEST CAPITOL AVENUE, SUITE 250, LITTLE ROCK, ARKANSAS 72201
TEL 501.401.7760 FAX 501.401.7625

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

**IN THE MATTER OF THE FILING BY U S WEST)
COMMUNICATIONS, INC. FOR APPROVAL OF)
A NEGOTIATED/ARBITRATED TERMS OF)
AGREEMENT FOR INTERCONNECTION,)
RESALE, AND UNBUNDLED ELEMENTS)
BETWEEN CCCSD, INC. DBA CONNECT! AND)
U S WEST COMMUNICATIONS, INC)**

**ORDER APPROVING
AGREEMENT**

TC99-007

On January 21, 1999, the South Dakota Public Utilities Commission (Commission) received a filing from U S WEST Communications, Inc. (U S WEST) for approval of a negotiated interconnection, resale and unbundled elements agreement between U S WEST and CCCSD, Inc. dba Connect! (Connect!) pursuant to 47 U.S.C. §§ 252(e)(1) and 252(e).

On January 28, 1999, 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 February 10, 1999, to do so. Parties to the agreement then had until twenty days of service of these comments to file written responses. No parties filed comments.

At its duly noticed August 17, 1999, meeting, the Commission considered whether to approve the interconnection agreement between U S WEST and Connect!. Commission Staff recommended approval as just prior to this being considered by the Commission, Connect! was granted a certificate of authority to be engaged in the providing of telecommunications services in South Dakota.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-81, and the Federal Telecommunications Act of 1996. Upon review of the agreement, the Commission found that, as required by 47 U.S.C. § 252(e)(2)(A), the agreement does not discriminate against a telecommunications carrier not a party to the agreement nor is the implementation of this agreement inconsistent with the public interest, convenience, and necessity. It is therefore

ORDERED, that pursuant to 47 U.S.C. § 252(e) and 49-31-81, the Commission approves the interconnection agreement which is the subject of this docket.

Dated at Pierre, South Dakota, this 26th day of August, 1999.

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: Melanie Keeso

Date: 8/27/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

U S WEST, Inc.
1601 California Street, Suite 5100
Denver, Colorado 80202
Phone 303 672-5871
Facsimile 303 295-7008

Alex M. Duarte
Senior Attorney

VIA OVERNIGHT DELIVERY



RECEIVED

MAY - 3 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

April 26, 2000

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

Re: Filing of First Amendment to the Interconnection Agreement between CCCSD, Inc. dba Connect! and U S WEST Communications, Inc.

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the First Amendment to the Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and CCCSD, Inc. dba Connect! ("Connect") for approval by the Commission. Connect and U S WEST entered into the Interconnection Agreement which was approved by the South Dakota Commission effective August 26, 1999, in Docket No. TC99-007. This First Amendment will modify Section 8, Collocation, by adding terms and conditions related to Cageless Physical Collocation. This Amendment will also delete, in its entirety, Section 3, Term of Agreement, and replace with new termination language.

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

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



Connect has authorized U S WEST to submit this Agreement on Connect's behalf.

Very truly yours,


Alex D. Smith

Enclosures

cc:

Ramona Maxwell
Connect Holding Company
124 West Capitol Avenue, #250
Little Rock, Arkansas 72201

Colleen Sevoid
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

AMENDMENT ONE
TO THE
ARBITRATED INTERCONNECTION AGREEMENT
BETWEEN
CCCSO, INC. DBA CONNECTI
AND
U S WEST COMMUNICATIONS, INC.
FOR THE STATE OF SOUTH DAKOTA

RECEIVED

MAY - 3 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment No. One ("Amendment") to the Arbitrated Interconnection Agreement ("Interconnection Agreement") between CCCSO, Inc. dba ConnectI ("Co-Provider") and U S WEST Communications, Inc. ("USW"), shall be deemed effective as of the date of its approval by the South Dakota Public Utilities Commission ("Commission").

WHEREAS, the Parties entered into an Interconnection Agreement executed by Co-Provider on December 17, 1998 and by USW on December 23, 1998, which was approved by the Commission on August 26, 1999; and

WHEREAS, the Parties desire to amend the Interconnection Agreement.

NOW, THEREFORE, the Parties agree to amend the Interconnection Agreement by:

- (1) Modifying Section 8, Collocation, by incorporating and making a part of the Interconnection Agreement the following Exhibit A. Exhibit A is intended to add terms and conditions related to Cageless Physical Collocation only. Terms and conditions related to any other type of Collocation in the Interconnection Agreement will remain in full force and effect; and
- (2) Deleting in its entirety, Section 3, Term of Agreement, in the Interconnection Agreement and replacing it with the following language:

3. Term of Agreement

This Interconnection Agreement shall become effective upon the Commission approval date and shall expire on December 31, 1999. After the date specified above, the Interconnection Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160-day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Interconnection Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all co-providers.

- 3.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160-day notice period.

- 3.2 If the Parties are able to reach agreement, this Interconnection Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section 3.1 above, this Interconnection Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Interconnection Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

Except as modified herein, all terms and conditions of the Interconnection Agreement and any previous amendments shall remain in full force and effect.

CCCSD, Inc. aka Connect!


Signature

Bill Jester
Name Printed/Typed

VP / Dir. of Operations
Title

3/22/00
Date

U S WEST Communications, Inc.


Signature

Elizabeth J. Stamp
Name Printed/Typed

Director - Interconnect
Title

04/05/00
Date

EXHIBIT A

CAGELESS PHYSICAL COLLOCATION

1. Description

Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which Co-Provider can place and maintain its own equipment. Co-Provider is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within Co-Provider's leased collocation space. Co-Provider will be required to maintain the same NEBS safety standards adhered to by USW. Included in NEBS are telecommunications equipment safety standards applicable at the time of equipment installation.

2. Terms and Conditions

- 2.1 With respect to any technical requirements or performance standards specified in this Amendment, USW shall provide Cageless Physical Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 2.2 Co-Provider will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. Co-Provider may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. USW will permit collocation of any equipment required by law, unless USW can establish that the equipment will not actually be used by Co-Provider for the purpose of obtaining interconnection or access to unbundled network elements.
- 2.3 Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which Co-Provider can place and maintain its own equipment. Co-Provider is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within Co-Provider's leased collocation space. Co-Provider will be required to maintain the same NEBS safety standards adhered to by USW. Included in NEBS are telecommunications equipment safety standards applicable at the time of equipment installation.
- 2.4 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Providers' equipment bays. Co-Provider may request, through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide Co-Provider with adjacent space. Bay dimensions for the 9 sq. feet mentioned above are for a 26" wide bay (upright edge to upright edge), 12"-15" deep, with front and back aisles. Any dimensions larger than these may entail

ICB intervals and costs, since such dimensions would not fit in the standard transmission aisle lineup. If spacers are desired, Co-Provider must note those needs on the collocation form. Such spacers added space requirements may not be available and may require added costs to provision.

- 2.5 Co-Provider owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. Co-Provider may access its own Collocated equipment.
- 2.6 Where available, Co-Provider may purchase USW's finished Private Line Services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point as described below.
 - 2.6.1 Demarcation Points for Unbundled Network Elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where USW shall terminate its unbundled network elements and ancillary services for access by Co-Provider. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to Co-Provider. Co-Provider shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at Co-Provider-provided cross connection equipment in Co-Provider's Collocation space. A second standard demarcation point is at an InterConnection Distribution Frame. To the extent Co-Provider selects a demarcation point outside of its collocated space, such as an ICDF, Co-Provider shall provide and USW shall install the tie cables from Co-Provider's collocated equipment to the demarcation point. Alternatively, USW shall provide and install these tie cables, at Co-Provider's expense.
 - 2.6.2 USW will provide a connection between an unbundled network element and the demarcation point, and an ancillary service and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:
 - 2.6.2.1 Co-Provider-provided cross-connection equipment located in Co-Provider's Collocation Space; or
 - 2.6.2.2 if Co-Provider elects to use ICDF Collocation, at the InterConnection Distribution Frame (ICDF); or
 - 2.6.2.3 if Co-Provider elects to use an ICDF in association with its Collocation, at the ICDF.
- 2.7 Co-Provider must identify what equipment will be installed and the vendor technical specifications of such equipment so that USW may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to Co-Provider-provided cross-connection device.
- 2.8 All equipment placed will meet NEBS standards and will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367,

77386 and 77390. USW shall provide standard central office alarming pursuant to USW Technical Publication 77390 within the Central Office environment, but not to the Co-Provider equipment. Co-Provider is responsible for the monitoring of its own equipment.

- 2.9 Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of Co-Provider's equipment. If USW determines that the amount of space requested by Co-Provider for Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered for Collocation. Co-Provider also would be offered another form of collocation as an alternative. In the event the original collocation request is not available due to lack of sufficient space, and Co-Provider did not specify an alternative form of collocation on the original order form, Co-Provider will be required to submit a new order for the Co-Provider's preferred alternative collocation arrangement. In the event that USW requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.
- 2.10 Requests for Collocation from Co-Provider will be processed on a first come, first serve basis by USW, but in the event Co-Provider submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:
 - 2.10.1 USW and Co-Provider shall work cooperatively and in good faith to establish a project plan and schedule to implement Co-Provider's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;
 - 2.10.2 The project plan established by USW and Co-Provider to implement Co-Provider's request for Collocation may also be used by Co-Provider to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Co-Provider are being processed by USW;
 - 2.10.3 Should the Parties not reach agreement on the project plan, Co-Provider's requests for Collocation shall be addressed by USW on an individual case basis.
- 2.11 If USW denies a request for Collocation in a USW Wire Center due to space limitations, USW shall allow Co-Provider representatives to tour the entire Wire Center premises escorted by USW personnel within ten (10) days of the denial of space. Such tour shall be without charge to Co-Provider. If, after the tour of the premises, USW and Co-Provider disagree about whether space limitations at the Wire Center make Collocation impractical, USW and Co-Provider may present their argument to the Commission.
 - 2.11.1 USW shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where physical collocation is not practical because of space limitations.

- 2.11.2 USW will maintain a publicly available document, posted for viewing on the USW website, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.
- 2.11.3 If a request for Collocation is denied due to a lack of space in a USW Central Office, Co-Provider may request USW to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. Co-Provider has thirty (30) business days to accept the quote. If Co-Provider accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.
- 2.11.4 Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of equipment for the purposes of collocation. USW shall, upon request, remove obsolete unused equipment from its Central Office to increase the amount of space available for Collocation.
- 2.11.5 Out of Space Filings. Co-Provider terminations will be placed on the appropriate USW cross connection frames using standard engineering principles. Co-Provider terminations will share frame space with USW terminations on USW frames. Such terminations shall not require an intermediate device nor provide direct access to the COSMIC™ or MDF. This provides a clear and logical demarcation point for USW and Co-Provider.
- 2.12 All equipment and installation shall meet earthquake rating requirements.
- 2.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, Co-Provider may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, and 3) unbundled network elements.
- 2.14 Collocation Fiber Entrance Facilities. USW offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between Co-Provider's collocated equipment within the USW central office and a Collocation Point of Interconnection (C-POI) outside the central office where Co-Provider shall terminate its fiber-optic facility.
- 2.14.1 Co-Provider is responsible for providing its own fiber facilities to the C-POI outside USW's Central Office. USW will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit

and associated riser structure will then be provided by USW from the FDP to continue the run to Co-Provider's leased collocation space (Caged or Cageless Physical Collocation) or Co-Provider's equipment (Virtual Collocation). The USW provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Co-Provider's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.

2.14.2

Standard Fiber Entrance Facility – The standard fiber entrance facility provides fiber connectivity between Co-Provider's fiber facilities delivered to the C-POI and Co-Provider's collocation space in increments of 12 fibers. Co-Provider's fiber cable is spliced into a USW-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between Co-Provider's collocation space and the FDP. The FDP provides USW with test access and a connection point between the transport fiber and Co-Provider's interconnection cable.

2.14.3

Cross-connect Fiber Entrance Facility – The cross-connect fiber entrance facility provides fiber connectivity between Co-Provider's fiber facilities delivered to a C-POI and multiple locations within the USW wire center. Co-Provider's fiber cable is spliced into a USW provided shared fiber entrance cable in 12 fiber increments. The USW fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates on a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the wire center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple Co-Provider locations in the office. This option also supports transitions from one form of collocation to another.

2.14.3

Express Fiber Entrance Facility – USW will place a Co-Provider-provided fiber cable from the C-POI directly to Co-Provider's collocation space. If the Co-Provider-provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the USW office meets requirements. The fiber cable placed in the wire center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoration and one for a shared entrance cable).

2.15 USW will designate the location of the C-POI for Collocation arrangements.

- 2.16 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in Part G of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.
- 2.17 Dual entry into a USW Wire Center will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of Co-Provider will also be taken into consideration.
- 2.18 Entrance Facilities described above, Co-Provider may purchase, where available, USW tariffed or cataloged Private Line services between its Wire Center and its collocation space in a USW Wire Center.
- 2.19 As an alternative to the Fiber Entrance Facilities described above, Co-Provider may purchase Extended Unbundled Dedicated Interoffice Transport (E-UDIT) between Co-Provider's Wire Center and Co-Provider's collocation space in the USW serving Wire Center.
- 2.20 USW will review the security requirements and hours of access with Co-Provider. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all Co-Provider approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- 2.21 USW shall provide access to existing eyewash stations, restrooms, and drinking water within the Wire Center on a twenty-four (24) hours per day, seven (7) days per week basis for Co-Provider personnel and its designated agents.
- 2.22 Co-Provider shall be restricted to corridors, stairways, and elevators that provide direct access to Co-Provider's space, or to the nearest restroom facility, eyewash station or drinking water from Co-Provider's designated space, and such direct access will be outlined during Co-Provider's orientation meeting. Access shall not be permitted to any other portion of the building.
- 2.23 Nothing herein shall be construed to limit Co-Provider's ability to obtain any or all types of USW Collocation in a single location, provided space is available. Other types of Collocation will require a new Amendment to the Interconnection Agreement.
- 2.24 For Cageless Physical Collocation, Co-Provider must lease space for the placement of Co-Provider's equipment within USW's Central Office. USW will provide the structure that is necessary in support of Collocation including physical space, required cabling between equipment and other associated hardware.

- 2.25 Cancellation of Collocation Request. Co-Provider may cancel a collocation request prior to the completion of the request by USW by submitting a written request by certified mail to the USW Account Manager. Co-Provider shall be responsible for payment of all costs incurred by USW up to the point where cancellation is received.
- 2.26 Termination of Collocation Arrangement. Co-Provider may terminate a completed collocation arrangement by submitting a written request via certified mail to the USW Account Manager. USW shall provide Co-Provider a quotation for the costs of removing Co-Provider's collocated equipment and cabling, which will be paid by Co-Provider within thirty (30) days of the removal of the equipment and cabling by USW.
- 2.27 Co-Provider may construct its own connection, using copper or optical fiber equipment, between Co-Provider's equipment and that of another Co-Provider. Using an approved vendor, Co-Provider may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.
- 2.28 USW will provide Co-Provider the same connection to the network as USW uses for provision of services to USW end users. The direct connection to USW's network is provided to Co-Provider through direct use of USW's existing cross connection network. Co-Provider and USW will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.
- 2.29 Collocation of Switching Equipment. Co-Provider will only collocate within a USW Central Office equipment that is necessary for interconnection or access to unbundled network elements. For purposes of this paragraph, the term "necessary" shall have the meaning contained in effective federal or state rules, regulations, or decisions from any court or regulatory commission having jurisdiction over these matters. If USW successfully opposes or appeals such collocation, and if the regulatory body or court does not establish terms and procedures for removal of the non-compliant equipment, Co-Provider must remove all non-compliant collocated equipment within thirty (30) days of receiving notice, at Co-Provider's expense. Furthermore, before any equipment is installed, Co-Provider must provide a written inventory to USW of all equipment and how it will be used for interconnection and/or access to unbundled network elements.
- 2.30 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. Co-Provider will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements, Co-Provider will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Co-Provider fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at Co-Provider's expense.

3. Rates and Charges

3.1 Rates for Cageless Physical Collocation are contained on Attachment 1 to this Amendment.

3.2 The following elements are used to develop a price quotation in support of Cageless Physical Collocation.

3.2.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by Co-Provider on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.

3.2.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Co-Provider for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.

3.2.3 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance Co-Provider will deliver a minimum 12 strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/fermentuct, and core drilling.

3.2.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Co-Provider provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

3.2.5 -48 Volt DC Power Charge. Provides -48 volt DC power to Co-Provider collocated equipment. Charged on a per ampere basis.

3.2.6 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space. Charged per A and B feeder, per foot.

3.2.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to Co-Provider's space. The AC Power feed is optional. The

AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

3.2.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when Co-Provider requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go 'on-shift' on behalf of Co-Provider.

3.2.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by Co-Provider.

3.2.10 Cross-Connect Terminations The Cross-Connect Terminations establish the termination on the appropriate cross-connect device.

3.2.10.1 If USW provides the equipment cable for Co-Provider, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.

DS1 - In increments of 28 terminations

DS-3 - In increments of 1 coax pair

OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between Co-Provider collocated equipment and the appropriate cross-connect device.

3.2.10.2 If Co-Provider elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination

DS1 Per Termination

DS3 Per Termination

OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking between Co-Provider collocated equipment and the appropriate cross-connect device.

3.2.11 Collocation Cable Racking - A charge for cable racking required for placement of Co-Provider's supplied equipment cables from its

equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.

- 3.2.12 Collocation Grounding Charge. A charge associated with providing grounding for Co-Provider's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to Co-Provider's cage enclosure or common space where required.
- 3.2.13 Security Charge - The keys/card readers and video cameras as may be required for Co-Provider access to the USW Central Office for the purpose of Collocation. Flat rate charges are assessed per employee, per each USW Central Office to which access is required. If escort is required additional charges will apply.
- 3.2.14 CO Synchronization - CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. Co-Provider must determine synchronization requirements and notify USW of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where USW Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by Co-Provider on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Appendix A as amended and attached hereto.
- 3.2.15 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space. It also includes air conditioning (to support Co-Provider loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering.
- 3.2.16 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and maintenance.

3.2.17 The minimum square footage is 9 square feet per bay. If a new line-up is established, an AC power outlet will be provided to every other bay in the lineup. Cageless bays placed in an existing line-up will utilize the existing outlets.

3.2.18 Back-Up AC Power Charge - Standard AC outlet used by Co-Provider for the purpose of powering test equipment, tools etc.

4. Ordering - Cageless Physical Collocation

4.1 Any changes, modifications or additional engineering requested by Co-Provider, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

4.2 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Co-Provider's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by USW will begin. When space and power requirements are available, the leased space will be available to Co-Provider for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

4.3 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet Co-Provider's Collocation request.

4.4 The intervals in Section 4.2 above apply to a maximum of five (5) collocation orders per Co-Provider per week. If six (6) or more collocation orders are required by Co-Provider in a one-week period, intervals shall be individually negotiated.

5. Billing

5.1 Upon completion of USW construction activities and Co-Provider payment of the remainder of the nonrecurring charges, USW will allow Co-Provider access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Co-

Provider will sign off on the completion of the physical space via the Cageless Physical Collocation completion package. Co-Provider may then proceed with the installation of its equipment in the Collocation space. Once Co-Provider's equipment has been installed and cable is provided for the Co-Provider's equipment terminations, USW will complete all remaining work activities.

- 5.2 Upon completion of USW construction activities and Co-Provider payment of the remainder of the nonrecurring charges, USW will allow Co-Provider access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Co-Provider will sign off on the completion of the physical space via the Cageless Physical Collocation completion package. Co-Provider may then proceed with the installation of its equipment in the Collocation space. Once Co-Provider's equipment has been installed and cable is provided for the Co-Provider's equipment terminations, USW will complete all remaining work activities.
- 5.3 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide Co-Provider a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Co-Provider and USW, Co-Provider may begin submitting service order requests for USW transport services and/or UNEs. USW will begin billing the monthly recurring charges stated in the quote and completion package.
- 5.4 In the event USW has completed all associated construction activities and Co-Provider has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), USW will begin billing for all monthly Collocation charges. When Co-Provider is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

6. Maintenance and Repair

Co-Provider is solely responsible for the maintenance and repair of its equipment located within Co-Provider's cageless physical space.

**ATTACHMENT 1
SOUTH DAKOTA
CAGELESS PHYSICAL COLLOCATION RATES AND CHARGES**

Collocation Rates	Recurring Charge	Nonrecurring Charge
- Quote Prep. Fee	N/A	\$ 1000.00
- Collocation Entrance Facility- 2 Fibers	\$ 107.83*	\$ 1000.00
* Pursuant to Order TC 96-184 the recurring rate is applicable for the first two years of the agreement. After that period, the recurring rate will be \$2.83.		
- Express Fiber Entrance Facility	\$10.28	\$21,043.57
- Cross Connect Entrance Facility	\$2.57	\$2982.33
- Cable Splicing		
- Per set-up	N/A	\$ 474.70
- Per fiber spliced	N/A	\$ 37.95
-Power (all)		
- 48 Volt DC Power, per ampere per month	\$ 15.24	N/A
- 48 Volt DC Power Cable, per ampere, per foot, per A and B feeder		
- 20 Ampere Capacity	\$ 0.11	\$ 70.21
- 40 Ampere Capacity	\$ 0.15	\$ 95.20
- 60 Ampere Capacity	\$ 0.17	\$ 107.22
- 100 Ampere Capacity	\$ 0.25	\$ 140.92
- 200 Ampere Capacity	\$ 0.40	\$ 220.74
- 300 Ampere Capacity	\$ 0.55	\$ 304.86
- 400 Ampere Capacity	\$ 0.71	\$ 394.26
- Inspector, per 1/2 hour		
- During business hours	N/A	\$ 27.70
- After business hours	N/A	\$ 35.99
- Cross Connect Termination		
- Per Termination		
- DS0	\$ 0.0098	\$ 5.49
- DS1	\$ 0.0220	\$ 12.99
- DS3	\$ 0.3330	\$ 196.87
- OCn	ICB	ICB
- Block Terminations		
- DS0	\$ 1.28	\$ 723.63
- DS1	\$ 0.9380	\$ 554.54
- DS3	\$ 0.5334	\$ 315.28
- OCn	ICB	ICB
- Security*		
- Per Employee, Per C.O.	\$ 7.09	N/A
* If escort is required additional charges will apply on an ICB.		
- Cable Racking, per foot, per termination		
- Per DS0 2-Wire	N/A	\$ 0.0142
- Per DS0 4-Wire	N/A	\$ 0.0284
- Per DS1	N/A	\$ 0.0284
- Per DS3	N/A	\$ 0.6240

Collocation Rates	Recurring Charge	Nonrecurring Charge
- OCn	N/A	ICB
- Channel Regeneration		
- DS1 EICT Regeneration	\$ 12.21	\$ 311.69
- DS3 EICT Regeneration	\$ 75.61	\$ 313.28
- Grounding		
- 2 AWG	\$ 0.1359	\$ 6.31
- 1/0 AWG	\$ 0.2006	\$ 9.32
- 4/0 AWG	\$ 0.2385	\$ 11.08
- 350 kcmil	\$ 0.3673	\$ 17.07
- 500 kcmil	\$ 0.4283	\$ 19.90
- 750 kcmil	\$ 0.5314	\$ 24.70
- CO (Central Office) Synchronization, per equipment bay	\$8.90	N/A
- Virtual Collocation		
- Maintenance Labor, per 1/2 hour		
- During business hours	N/A	\$ 24.54
- After business hours	N/A	\$ 32.64
- Training Labor, per 1/2 hour	N/A	\$ 24.54
- Engineering, per 1/2 hour		
- During business hours	N/A	\$ 23.93
- After business hours	N/A	\$ 32.01
- Installation, per 1/2 hour		
- During business hours	N/A	\$ 27.70
- After business hours	N/A	\$ 35.99
- Equip. Bay, per shelf	\$3.88	N/A
- Physical Collocation		
- Space Construction and Site Preparation	N/A	ICB
- Floor Space Lease		
- Rent (w/ Maintenance) -- per sq. ft. - Zone 1	\$ 2.75	N/A
- Rent (w/ Maintenance) -- per sq. ft. - Zone 2	\$ 2.26	N/A
- Rent (w/ Maintenance) -- per sq. ft. - Zone 3	\$ 2.06	N/A
- Back-up AC Power, per foot, per AMP		
- 20 Amp, Single Phase	\$ 0.02	\$ 10.34
- 20 Amp, Three Phase	\$ 0.02	\$ 11.72
- 30 Amp, Single Phase	\$ 0.02	\$ 10.80
- 30 Amp, Three Phase	\$ 0.02	\$ 13.09
- 40 Amp, Single Phase	\$ 0.02	\$ 11.87
- 40 Amp, Three Phase	\$ 0.03	\$ 14.61
- 50 Amp, Single Phase	\$ 0.02	\$ 13.24
- 50 Amp, Three Phase	\$ 0.03	\$ 16.64
- 60 Amp, Single Phase	\$ 0.03	\$ 14.36
- 60 Amp, Three Phase	\$ 0.03	\$ 18.46
- 100 Amp, Single Phase	\$ 0.03	\$ 16.68
- 100 Amp, Three Phase	\$ 0.04	\$ 23.45
- Cageless Physical Collocation		ICB

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 27, 2000 through May 3, 2000

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

CONSUMER COMPLAINTS

**CT00-068 In the Matter of the Complaint filed by Janette M. Ball, Sioux Falls,
South Dakota, against MCI WorldCom Regarding Unauthorized
Switching of Services.**

The Complainant claims that WorldCom Network charged her for long distance service without authorization. The Complainant requests credit and compensation.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Dated Docket: 04/28/00
Intervention Date: NA

**CT00-069 In the Matter of the Complaint filed by Dean Electric Inc. dba:
Dykstra Electric, Yankton, South Dakota, against Network Services
Regarding Unauthorized Switching of 800 Services and Continued
Billing for Unauthorized Services.**

The complainant alleges that the first receipt for charges from Network Services appeared on an invoice dated July 19, 1999 and when contacted, Network Services informed Dean Electric, Inc. that the carrier for the 800 number remained AT&T and Network Services was only processing the billing for AT&T. In December, 1999, upon contacting AT&T to inquire about a calling plan, Dean Electric, Inc. was informed that AT&T was not providing services to the 800 number. At this time Dean Electric, Inc. realized that Network Services had performed an unauthorized switch of 800 services and immediately contacted AT&T to transfer its services back. Dean Electric, Inc. has continued to receive monthly charges from Network Services, despite many requests to cancel the services. The complainant requests that the Dean Electric, Inc. account with Network Services be closed; that its services be switched to AT&T at no additional cost; and that Dean Electric, Inc. receive a full refund of all Network Services charges.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer

Date Docketed: 05/02/00
Intervention Deadline: NA

CT00-070 In the Matter of the Complaint filed by Paul Janssen dba The Enterprise Auto Repair, Madison, South Dakota, against Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from Business Options appeared on his billing without authorization. The Complainant seeks credit for the charges and a maximum penalty against the company.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Docketed: 05/03/00
Intervention Deadline: NA

CT00-071 In the Matter of the Complaint filed by Phyllis Brewer, Sioux Falls, South Dakota, against HOLD Billing Services, Sprint Communications Company L.P. and Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from HOLD, Sprint, and Business Options appeared on her billing without authorization. The Complainant requests credit of all charges and compensation for inconvenience.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cramer
Date Docketed: 05/03/00
Intervention Deadline: NA

ELECTRIC

EL00-013 In the Matter of the Petition of Northern States Power Company for Approval of a Customer Buyback Program.

Northern States Power Company (NSP) is proposing to add a provision to the South Dakota Electric Rate Book. This new provision will allow NSP to interrupt and thereby "purchase" energy from its large customers who reduce their load by at least one Megawatt. This option can be used upon mutual agreement of both NSP the eligible customer, whenever wholesale energy supply market prices are exceptionally high, or when NSP is affected by exceptional generation or transmission system difficulties.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Doctored: 05/01/00
Intervention Deadline: 05/19/00

TELECOMMUNICATIONS

TC98-096 In the Matter of a filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between It and Rural Cellular Corporation.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Rural Cellular Corporation has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-096 and was effective August 5, 1998. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

TC98-099 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between It and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C. has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-099 and was effective August 5, 1998. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between It and CCCSD, Inc. dba Connecti.

A first amendment to an interconnection agreement between U S WEST Communications and CCCSD, Inc. dba Connecti has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket

TC99-007 and was effective August 28, 1999. The first amendment addresses collocation and the term of the agreement.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC99-023 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and MIDCO Communications, Inc. dba MidContinent Communications, Inc.

A first amendment to an interconnection agreement between U S WEST Communications and MIDCO Communications, Inc. dba MidContinent Communications, Inc. has been filed with the Commission for approval. The original agreement was approved in Docket TC99-023 and was effective May 5, 1999. The first amendment addresses unbundled local loops.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC99-076 In the Matter of the Application of TeleCents Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

TeleCents Communications, Inc. has filed a request for a Certificate of Authority to offer resold interexchange services, including 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card service and prepaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris

Staff Attorney: Camron Hoseck

Date Docketed: 05/02/00

Intervention Deadline: 05/19/00

TC99-077 In the Matter of the Application of Maxcess, Inc. for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

Maxcess, Inc. submitted an application on May 2, 2000 to provide facilities-based and resold interexchange and local telecommunications services in South Dakota. Maxcess requests authority to provide services throughout the state of South Dakota, however

4020-7-401-3

The applicant does not seek to provide resold or facilities-based services to customers in areas that are eligible for a small or rural carrier exemption pursuant to Section 251(f)(1) of the Federal Act.

Staff Analyst: Heather Fomey
Staff Attorney: Karen Cremer
Date Docketed: 05/02/00
Intervention Deadline: 05/19/00

**TC00-078 In the Matter of the Filing for Approval of a Resale Agreement
between U S WEST Communications, Inc. and NOW
Communications, Inc.**

A resale interconnection agreement between U S WEST Communications, Inc. and NOW Communications, Inc. was filed for approval pursuant to 47 U.S.C. Section 252(e). The resale agreement will provide for the resale of local telecommunications services within the geographical areas where U S WEST is the incumbent local exchange carrier.

Staff Attorney: Camron Hoseck
Date Docketed: 05/03/00
Intervention Deadline: 05/19/00

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING FIRST
APPROVAL OF A FIRST AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
U S WEST COMMUNICATIONS, INC. AND)	
CCCSD, INC. DBA CONNECTI)	TC99-007

On May 3, 2000, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) of a first amendment to an interconnection agreement between CCCSD, Inc. dba Connect! (Connect!) and U S WEST. The first amendment modifies Section 8, Collocation, and deletes in its entirety Section 3, Term of Agreement, and replaces it with new termination language.

On May 4, 2000, the Commission electronically transmitted notice of the filing of the first amendment to interested individuals and entities. The notice stated that any person wishing to intervene had until May 19, 2000, to do so. No intervention petitions were filed nor were any comments received.

At its duly noticed May 30, 2000, meeting, the Commission considered whether to approve the negotiated first amendment to the agreement between U S WEST and Connect!. 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 first amendment does not discriminate against a telecommunications carrier that is not a party to the first amendment and the first amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the first amendment to the agreement. It is therefore:

ORDERED, that the Commission approves the negotiated first amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 6th day of June, 2000.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Helaine Kolbe

Date: 6/6/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner