

TC99-023

CH/HB

TC99-023

DOCKET NO.

In the Matter of

IN THE MATTER OF THE FILING BY U
S WEST COMMUNICATIONS, INC. FOR
APPROVAL OF INTERCONNECTION
AGREEMENT BETWEEN MIDCO
COMMUNICATIONS, INC. D.B.A.
MIDCONTINENT COMMUNICATIONS,
INC. AND U S WEST
COMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

DATE	MEMORANDA
3/16 99	Filed and Docketed;
3/18 99	Publicly Filing;
5/5 99	Order Approving Agreement;
5/5 99	Docket Closed
5/3 00	First Amendment to Agreement;
5/4 00	Publicly Filing;
6/6 00	Order Approving First Amendment to Agreement;
6/6 00	Docket Closed.

TC 99-023

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303-672-2783
Facsimile 303-298-8197

USWEST

RECEIVED

MAR 16 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Todd Lundy
Senior Attorney

March 15, 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 MIDCO Communications, Inc.
d/b/a MidContinent Communications, Inc. 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 Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and MIDCO Communications, Inc. d/b/a MidContinent Communications, Inc. ("MIDCO") for approval by the Commission. U S WEST and MIDCO submitted on December 23, 1998, an interconnection agreement for approval, Docket No. TC98-213, but withdrew their application effective February 18, 1999 in order to renegotiate the Agreement to incorporate the resale agreement between the parties, approved by the Commission December 1, 1997 in Docket No. TC97-165. The resale agreement is attached to the Agreement as Appendix C.

The Agreement sets forth the terms, conditions and prices under which U S WEST agrees to provide (a) services for resale, (b) certain unbundled network elements, ancillary functions and additional features to MIDCO (collectively referred to as "Network Elements") for MIDCO's offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

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. Expeditious approval of this Agreement will enable MIDCO to enter the local exchange market and provide customers with increased choices among local exchange services.

MIDCO has authorized U S WEST to submit this Agreement on MIDCO's behalf.

Please date stamp the extra copy of this letter enclosed and return in the self addressed stamped envelope enclosed. Thank you for your corporation and assistance in this matter.

Very truly yours,

Todd Lundy / km

Todd Lundy

/km
Enclosures

cc: Midco Communications, Inc.
Mr. W. Tom Simmons
Vice President & General Manager
410 South Phillips Avenue
Sioux Falls, South Dakota 57104

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

TC99-023

RECEIVED

MAR 16 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

INTERCONNECTION AGREEMENT

BETWEEN

MIDCO COMMUNICATIONS, INC.
d.b.a. MIDCONTINENT COMMUNICATIONS, INC.

AND

U S WEST COMMUNICATIONS, INC.

FOR

SOUTH DAKOTA

TABLE OF CONTENTS

1	RECITALS	7
2	SCOPE OF AGREEMENT	7
3	TERMS OF AGREEMENT	8
4	DEFINITIONS	9
5	RATES AND CHARGES GENERALLY	17
6	RECIPROCAL TRAFFIC EXCHANGE	19
6.1	Scope	19
6.2	Types of Traffic	19
6.3	Exchange of Traffic	20
6.4	Rate Structure - Local Traffic	22
6.5	Rate Structure - Toll Traffic	23
6.6	Rate Structure - Transit Traffic	23
6.7	LIS Interface Code Availability And Optional Features	23
6.8	Measuring Local Interconnection Minutes	24
6.9	Testing	25
6.10	Ordering	25
6.11	Billing Arrangements	28
6.12	Mileage Measurement	30
6.13	Construction Charges	30
7	INTERCONNECTION	30
7.1	Definition	30
7.2	Mid-span Meet POI	31
7.3	Collocation	32
7.4	Entrance Facility	32
7.5	Quality of Interconnection	32
7.6	Points of Interface (POI)	32
7.7	Trunking Requirements	33
7.8	Service Interruptions	35
7.9	Interconnection Forecasting	38

8	COLLOCATION	39
8.1	General Terms	39
8.2	Virtual Collocation	41
8.3	Physical Collocation	43
8.4	Cageless Physical Collocation	45
8.5	Collocation Rate Elements	46
8.6	Physical Collocation Rate Elements	48
8.7	Virtual Collocation Rate Elements	49
8.8	Cageless Physical Collocation Rate Elements	50
8.9	Physical and Virtual Collocation Installation Intervals	50
8.10	Cageless Physical Collocation Installation Intervals, Ordering and Billing	51
8.11	Billing - Cageless Physical Collocation	51
9	INTERIM NUMBER PORTABILITY	52
9.1	General Terms	52
9.2	Description of Service	54
10	PERMANENT NUMBER PORTABILITY	57
11	DIALING PARITY	58
12	ACCESS TO TELEPHONE NUMBERS	58
13	CALL COMPLETION FROM U S WEST OPERATORS	60
14	BUSY LINE VERIFY/INTERRUPTS	60
15	TOLL AND ASSISTANCE OPERATOR SERVICES	60
16	DIRECTORY ASSISTANCE	62
17	911/E-911 SERVICE	66
17.1	Scope	66
17.2	Performance Criteria	68
17.3	Information	68
18	U S WEST "Dex" (Directory Publishing) ISSUES	70
19	ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY	70
20	ACCESS TO OPERATIONAL SUPPORT SYSTEMS	72
20.1	Purpose	72
20.2	Use of Standards	72
20.3	Reimbursement	72

20.4	Scope	73
20.5	Systems Interfaces	73
20.6	Real Time Performance	74
20.7	Compliance with Industry Standards	74
20.8	Scheduled Availability	75
20.9	Pre-Order	75
20.10	Ordering and Provisioning	76
20.11	Maintenance and Repair	77
20.12	Recorded Customer Usage	78
20.13	Billing Format for Resale and UNE Payables	78
20.14	Recorded UNE Local or Access Receivables	79
20.15	Local Account Maintenance	79
20.16	Directory Assistance Database	80
20.17	Testing and Acceptance	80
20.18	Joint Implementation Agreement Development	82
21	NOTICE OF CHANGES	84
22	REFERRAL ANNOUNCEMENT	84
23	COORDINATED REPAIR CALLS	85
24	BONA FIDE REQUEST	85
25	AUDIT PROCESS	88
26	AUDIO TEXT AND MASS ANNOUNCEMENT SERVICES	90
27	LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING	91
28	SIGNALING ACCESS TO CALL-RELATED DATABASES	92
29	INTERCONNECTION TO LINE INFORMATION DATA BASE (LIDB)	94
29.1	Description of LIDB	94
29.2	Interfaces	94
29.3	LIDB Access	95
29.4	Toll Free Number Database	96
30	SPECIAL CONSTRUCTION CHARGES	96
31	RESALE	97
32	UNBUNDLED NETWORK ELEMENTS	97
32.1	General Terms	97

32.2	Description of Unbundled Elements	99
33	SECTION LEFT INTENTIONALLY BLANK	105
34	SERVICE MEASURES AND STANDARDS	105
35	MISCELLANEOUS TERMS	106
36	GENERAL PROVISIONS	108
36.1	Master Services Agreement	108
36.2	Most Favored Nation Terms and Treatment	109
36.3	Customer Authorization	109
36.4	Taxes	109
36.5	Revenue Protection	110
36.6	Intellectual Property	110
36.7	Severability	114
36.8	Responsibility for Environmental Contamination	114
36.9	Responsibility of Each Party	115
36.10	Referenced Documents	115
36.11	Publicity and Advertising	116
36.12	Executed in Counterparts	116
36.13	Headings of No Force or Effect	116
36.14	Entire Interconnection Agreement	116
36.15	Joint Work Product	116
36.16	Disclaimer of Agency	116
36.17	Survival	117
36.18	SECTION LEFT INTENTIONALLY BLANK	117
36.19	Amendment of Interconnection Agreement	117
36.20	Indemnity	118
36.21	Limitation of Liability	118
36.22	Controlling Law	119
36.23	Cancellation Charges	119
36.24	Regulatory Approval	119
36.25	Compliance	119
36.26	Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")	119
36.27	Independent Contractor	119

36.28	Force Majeure	120
36.29	Dispute Resolution	120
36.30	Commission Decision	126
36.31	Nondisclosure	127
36.32	Notices	128
36.33	Assignment	129
36.34	Warranties	129
36.35	Default	129
36.36	Nonexclusive Remedies	129
36.37	No Third Party Beneficiaries	130
36.38	Credit Worthiness Database	130
36.39	Branding	131

APPENDIX A: Application of Rates and Charges

APPENDIX B: Amendments to the Contract

APPENDIX C: Resale Agreement

INTERCONNECTION AGREEMENT

This Interconnection Agreement is made by and between MIDCO Communications, Inc., d.b.a MidContinent Communications, Inc. ("MIDCO"), a South Dakota corporation and U S WEST Communications, Inc. ("U S WEST"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement, MIDCO and U S WEST, will extend certain arrangements to one another within each LATA in which they both operate within the State of South Dakota. This Interconnection 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 Interconnection 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 Interconnection Agreement.
- 1.2 The Parties agree and understand that U S WEST is proposing certain provisions in this Interconnection Agreement, based, in large part, on the FCC's First Report and Order, in the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, in the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts to be not effective, the Parties agree to enter into negotiations to modify those portions of this Interconnection Agreement necessary to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions; the remaining provisions of this Interconnection Agreement will remain in full force and effect. The Parties agree to negotiate in good faith on replacement language.

2. SCOPE OF AGREEMENT

- 2.1 This Interconnection 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 MIDCO (hereinafter collectively referred to as "Network Elements" or "Unbundled Network Elements") for MIDCO's own use or for resale to others. The Interconnection 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 MIDCO for purposes of offering telecommunications services. The

Interconnection Agreement includes all accompanying appendices. Unless otherwise provided in this Interconnection Agreement, U S WEST will perform all of its obligations hereunder throughout its entire service area subject to State and Federal rules.

- 2.2 In the performance of their obligations under this Interconnection 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 Interconnection Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Interconnection 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 MIDCO will notify U S WEST when MIDCO begins offering residential and business exchange services in this state through the use of its facilities.
- 2.4. This Interconnection Agreement is effective in the state of South Dakota. The Parties agree to further amend this Agreement in accordance with decisions rendered in MIDCO/U S WEST Arbitration cases.
- 2.5 U S WEST is not required to provide service superior to what it currently offers to itself. This condition is applicable for the entire contract and takes precedence over any other conflicting section. The absence of specific references to this Section in potentially conflicting sections is not to be construed to mean that this Section does not apply.
- 2.6 The Parties will make available to the other Party those portions of their network that may become available as part of the normal and typical course of upgrading a telecommunications network. However, to foster competition and to improve consumer choice, neither Party is required to make available to the other Party any proprietary, competitive or non-industry standard technological developments, including but not limited to new products, systems or enhancements that such Party may develop in the future. The absence of specific references to this Section in potentially conflicting sections is not to be construed to mean that this Section does not apply.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on March 30, 2001, and shall be binding upon the Parties during that term, notwithstanding Section 252(i) of the Act. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party's providing written notice of termination to the other Party at least 90 days in advance of the specified date of termination. In the event of such termination, existing or pending service arrangements made available under this 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 Co Providers and resellers.

- 3.2. If the Parties are unable to negotiate a new agreement following provision of the 90 day notice of termination, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will end on the termination date specified in the notice and an arbitrated petition will have to be filed.
- 3.3 This 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 (A)3.2.2, this Agreement will expire on the termination date specified in the 90 day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the brief period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale 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 Dakota 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 Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator 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. Reference Technical Pub. 77342.
- 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," "virtual," or "cageless physical." 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. In "Cageless Physical," the collocating Party installs and maintains its own equipment in a non-caged area within the Housing Party's premises.
- 4.15 "Combinations" consist of multiple Elements that are logically related to enable MIDCO to rebundle and provide service in a geographic area or to a specific customer. In no event does U S WEST have any obligation to rebundle and/or combine unbundled elements.
- 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., MIDCO 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 MIDCO 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 MIDCO.
- 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 "Extended Area Service (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 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 MIDCO 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, interLATA or intraLATA 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 MIDCO 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 MIDCO and "Parties" means U S WEST and MIDCO.
- 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 user 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 MIDCO has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by U S WEST or MIDCO 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, 600/888 access,

and 900 access and their successors or similar Switched Exchange Access services.

- 4.69 "Tariff Services" as used throughout this Interconnection 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 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 4.72 "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.
- 4.73 "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. 91-141, and rules adopted pursuant thereto.
- 4.74 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

Prices for termination and other appropriate services are set forth in Appendix A.

- 5.1 For Interconnection, Resold Services and Unbundled Network Elements, MIDCO and U S WEST agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, MIDCO agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, MIDCO 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 MIDCO 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 Interconnection 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 MIDCO 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 MIDCO.
- 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 Appendix C.
- 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 MIDCO. Reciprocal traffic exchange addresses the exchange of traffic between MIDCO end users and U S WEST end users. If such traffic is local, the provisions of this Interconnection 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 MIDCO 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 Interconnection 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 Interconnection 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 MIDCO's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the MIDCO switch and a U S WEST end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the MIDCO switch directly to the U S WEST end office. To the extent that MIDCO has established a collocation arrangement at a U S WEST end office location, and has available capacity, the Parties agree that MIDCO 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 MIDCO switch. In all other cases, the direct facility may be provisioned by U S WEST or MIDCO or a third party. If both MIDCO 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 Interconnection Agreement.

6.3.3 Transit Traffic

6.3.3.1 U S WEST will accept traffic originated by MIDCO 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. MIDCO may also provide U S WEST with transit service at MIDCO rates. This provision shall not in any way restrict MIDCO 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' "CC tariffs"), including the one-time provision of notification to MIDCO 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 MIDCO.

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 Interconnection 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 MIDCO 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 MIDCO 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 MIDCO switch shall be treated as an end office switch until such time as MIDCO 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 Interconnection 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 Interconnection 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 MIDCO 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; Clear Channel Capability is not available on trunks to U S WEST's local tandem switches or end offices where it is not deployed. MIDCO 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 MIDCO 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 MIDCO's point of interconnection, whichever is recognized first by the entry switch.
- 6.8.2 U S WEST and MIDCO 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) 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 (100 type),

6.9.2.3 milliwatt (102 type),

6.9.2.4 nonsynchronous or synchronous,

6.9.2.5 automatic transmission measuring (105 type),

6.9.2.6 data transmission (107 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 MIDCO 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 MIDCO'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 MIDCO'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 MIDCO's switches and U S WEST switches to ensure equal treatment of service restoration to MIDCO 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 MIDCO 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 MIDCO 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 Interconnection Agreement.

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 MIDCO 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 MIDCO activity. Also, U S WEST will have an Account Manager assigned to MIDCO 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 MIDCO.

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

6.10.5.8 U S WEST and MIDCO 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 MIDCO 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 MIDCO 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 MIDCO 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 MIDCO 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 MIDCO 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 Interconnection 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 MIDCO, U S WEST or the billable IXC. Both MIDCO 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 Interconnection Agreement and compensate the other for the lost MPB billing data.

- 6.11.6 Meet point billing arrangements shall be made available to MIDCO 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 MIDCO and U S WEST shall implement industry standard CARE records for correct provisioning and billing to IXC's. In the interim the parties will develop and agree to a CARE-like process.
- 6.11.8 U S WEST and MIDCO 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 MIDCO Inward Terminating call records for the appropriate IXC. U S WEST shall capture inward terminating call records and send them to MIDCO in agreed upon industry standard format (e.g. EMR).
- 6.11.9 MIDCO and U S WEST agree to capture EMR records for inward terminating and outward originating calls and send them to U S WEST or MIDCO, 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 MIDCO 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, MIDCO and U S WEST will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by MIDCO 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 30 of this Interconnection Agreement.

7. INTERCONNECTION

7.1 Definition and General Requirements

7.1.1 "Interconnection" is the linking of the U S WEST and MIDCO networks for the mutual exchange of traffic and for MIDCO access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by: Virtual, Physical, or Cageless 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 MIDCO 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 MIDCO upon approval of a Bona Fide Request pursuant to Section 24, at any technically feasible points within the U S WEST network.

7.1.4 General Provisioning Requirements

MIDCO may order either individual Elements or multiple Elements which it may wish to combine pursuant to Commission rules and regulations. Combinations ("Combinations") consist of multiple elements that are logically related to enable MIDCO to provide service in a geographic area or to a specific customer. Depending on the particular elements ordered by MIDCO which form a combination, those elements may generally be placed on the same order by MIDCO. Designed services may not be placed on the same order as simple services such as traditional elements used for a 1FB. MIDCO 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 MIDCO 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 MIDCO.

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, MIDCO must pay the portion of the TELRIC costs of

the Mid Span Meet arrangement used by MIDCO for access to unbundled network elements.

7.3 Collocation

Interconnection may be accomplished through either Virtual, Physical, or Cageless 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 MIDCO less favorable terms and conditions than U S WEST provides itself, 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.

7.5.2 Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The processes for managing LIS service levels and protective controls will be accomplished 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 MIDCO information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives, where available, are negotiable: (a) a DSI, DS3 or Optical rates in general or SONET Ring configuration entrance facility, (b) Virtual Collocation; (c) Physical Collocation; (d) Cageless Physical Collocation and (e) 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 MIDCO 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 MIDCO desires to exchange local traffic. Toll traffic may, at MIDCO's option, be routed via one or more POI(s) per LATA. MIDCO 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. MIDCO 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 MIDCO 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. MIDCO 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 MIDCO may report U S WEST usage. This language shall not be interpreted to undermine reference to Section 7.7.5. following.

7.6.6 MIDCO 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 IXC's). 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. MIDCO 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 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. MIDCO'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 MIDCO. 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 MIDCO traffic measurements of traffic delivered to U S WEST as necessary. MIDCO shall accept U S WEST percentage of use factors or U S WEST measurements of traffic delivered to MIDCO, as necessary. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Interconnection 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 MIDCO 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 MIDCO'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 MIDCO.
- 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 Where available, the Parties will provide Common Channel Signaling (CCS) to one another 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 MIDCO 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 MIDCO. This in no way restricts MIDCO'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 Interconnection 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.
- 7.8.4 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 Interconnection 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 MIDCO 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 MIDCO 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 MIDCO shall develop an escalation process to assist in problem resolution within 90 days of the effective date of this Interconnection Agreement.
- 7.8.11 U S WEST and MIDCO 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. MIDCO and U S WEST must agree on a process for circuit and unbundled element provision and restoration whereby certain identified MIDCO 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. MIDCO 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 MIDCO 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 MIDCO 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 MIDCO. MIDCO 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 MIDCO customer is not at home for an appointment. MIDCO 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 MIDCO 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 MIDCO customer alarms consistent with how and when U S WEST responds to alarms for its own customers.
- 7.8.16 MIDCO shall receive prior notification of any scheduled maintenance activities performed by the local supplier that may be service affecting to MIDCO 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 MIDCO has access to ample capacity of facilities. U S WEST and MIDCO 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 MIDCO 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 MIDCO information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives, where available, are negotiable: (a) A DSI, DS3 or Optical rate interface entrance facility; (b) Virtual Collocations; (c) Physical Collocation; (d) Cageless Physical Collocation and (e) 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. MIDCO 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 MIDCO'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 MIDCO 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 MIDCO's option. U S WEST will extend fiber optic cable from the POI to MIDCO's collocated space within the wire center. The Parties may mutually agree to alternative methods of interconnection.
- 8.1.4 MIDCO 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 MIDCO.
- 8.1.5 MIDCO may collocate transmission equipment to terminate basic transmission facilities pursuant to the FCC or state commission rules. MIDCO may request collocation of other equipment pursuant to the BFR process or through additional interconnection negotiations under the Act. MIDCO 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 MIDCO's ability to obtain Virtual, Physical and Cageless Physical Collocation in a single location.
- 8.1.7 U S WEST shall provide parity accommodations for MIDCO 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, MIDCO 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 MIDCO 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 MIDCO, with sufficient prior notice, access to MIDCO collocated space for U S WEST or its subcontractors to perform

work in the collocated space occupied by MIDCO. MIDCO shall not unreasonably withhold permission to enter the collocated space.

8.1.13 U S WEST will inform MIDCO 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 MIDCO.

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 MIDCO.

8.1.15 U S WEST will provide MIDCO 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 MIDCO equipment located in the U S WEST facility. U S WEST will notify MIDCO immediately of any emergency power activity that would impact MIDCO equipment.

8.1.16 U S WEST will take MIDCO 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 MIDCO collocated space by MIDCO's employees and designated agents. Such space shall be available to MIDCO 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 Interconnection Agreement.

8.2.2 MIDCO will not have physical access to the U S WEST wire center building pursuant to a virtual collocation agreement.

8.2.3 MIDCO will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by MIDCO and installed in wire center buildings.

8.2.4 MIDCO will be responsible for a one time payment for training of U S WEST employees for the maintenance, operation and installation of MIDCO's virtually collocated equipment when that equipment is different than the equipment used by U S WEST.

- 8.2.5 MIDCO will be responsible for payment of charges incurred in the maintenance and/or repair of MIDCO's virtually collocated equipment.
- 8.2.6 U S WEST does not guarantee the reliability of MIDCO's virtually collocated equipment.
- 8.2.7 MIDCO 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. After business hours are: after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.
- 8.2.9 MIDCO will transfer possession of MIDCO'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 MIDCO's virtually collocated equipment. Title to MIDCO's virtually collocated equipment shall not pass to U S WEST.
- 8.2.10 Installation and maintenance of MIDCO'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 MIDCO shall ensure that upon receipt of the MIDCO virtually collocated equipment by U S WEST, all warranties and access to ongoing technical support are passed through to U S WEST, all at MIDCO'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 MIDCO'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. MIDCO shall provide U S WEST interface specifications (e.g., electrical, functional, physical and software) of MIDCO's virtually collocated equipment.
- 8.2.13 MIDCO 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, MIDCO is responsible for purchasing and maintaining a supply of spares. Upon failure of MIDCO's virtually collocated equipment, MIDCO is responsible for transportation and delivery of maintenance spares to U S WEST at the wire center housing the failed equipment.

8.3 Physical Collocation

- 8.3.1 U S WEST shall provide to MIDCO 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) (6) 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 Interconnection Agreement.
- 8.3.2 Where MIDCO is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, MIDCO may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Interconnection 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 MIDCO shall coordinate the construction and rearrangement with U S WEST of its equipment (IDLC and transmission) and circuits for which MIDCO shall pay U S WEST at applicable rates, and pursuant to the other terms and conditions in this Interconnection Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
- 8.3.3 MIDCO will be allowed access to the POI on non-discriminatory terms. MIDCO 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 MIDCO 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. MIDCO 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 MIDCO's leased floor space will be separated from other competitive providers and U S WEST space through cages or hard walls. MIDCO may elect to have U S WEST construct the cage, or choose from U S WEST approved contractors (or request approval of MIDCO preferred contractors) to construct the cage, meeting U S WEST's installation Technical Publication 77350.

8.3.7 MIDCO 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 MIDCO's leased space.

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

8.3.9.3 Develop a quotation specific to MIDCO'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 MIDCO's leased physical space or place the cable in fire retardant tubing prior to extension to MIDCO'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 MIDCO's equipment.

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

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

8.3.10 MIDCO 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 MIDCO's equipment located in the leased physical space.

8.3.10.4 Ensure that all equipment installed by MIDCO 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 MIDCO has accepted its leased physical space, MIDCO 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, MIDCO 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, MIDCO will initiate corrective action within 15 days. In the event that completion of the corrective action will exceed 15 days, MIDCO will propose a schedule for completion for U S WEST's approval. If MIDCO fails to correct any non-compliance within the agreed upon schedule, U S WEST may have the equipment removed or the condition corrected at MIDCO's expense.

8.3.13 If, during installation, U S WEST determines that MIDCO 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 MIDCO's expense.

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

8.4 Cageless Physical Collocation

8.4.1 Cageless Physical Collocation is a non-caged area within a U S WEST Central Office. Space will be made available in single frame bay increments. Space will be provided utilizing U S WEST's standard equipment bay configurations in which MIDCO can place and maintain its own equipment. As with both Virtual and Physical Collocation, Cageless Physical Collocation will also include access to the SPOT Frame in which MIDCO can make connections to U S WEST UNEs.

- 8.4.2 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a U S WEST Central Office for placement of MIDCO's equipment. If U S WEST determines that the amount of space requested by MIDCO for Physical Collocation is not available, MIDCO will be offered Collocation in the closest 100 square foot increment that is determined to be available in relation to the original request, or MIDCO will be offered Cageless Physical Collocation (bay at a time), or Virtual Collocation as an alternative to Physical Collocation. In the event that U S WEST requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.
- 8.4.3 U S WEST will designate the POI for network Interconnection for Virtual, Physical or Cageless Physical Collocation arrangements. MIDCO will be allowed access to the POI on non-discriminatory terms.
- 8.4.4 Nothing herein shall be construed to limit MIDCO's ability to obtain Virtual, Physical and Cageless Physical Collocation in a single location, provided space is available.
- 8.4.5 Terms and Conditions - Cageless Physical Collocation
- 8.4.5.1 MIDCO owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space leased from U S WEST. MIDCO may access its own Collocated equipment.
- 8.4.5.2 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. MIDCO may request through the U S WEST Space Reclamation Policy, a price quote to rearrange U S WEST equipment to provide MIDCO with adjacent space.
- 8.4.5.3 All equipment placed will be subject to random audits conducted by U S WEST. These audits will determine whether the equipment meets the standards required by this Agreement. MIDCO will be notified of the results of this audit and shall rectify all non-conformities within thirty (30) calendar days of notification. All non-conforming items remaining after this 30 day period may be rectified by U S WEST.

8.5 Collocation Rate Elements

8.5.1 Common Rate Elements

The following rate elements are common to Virtual, Physical and Cageless Physical Collocation:

- 8.5.2 Quote Preparation Fee. This covers the work involved in developing a quotation for MIDCO for the total costs involved in its collocation request.
- 8.5.3 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 or Cageless Physical Collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.
- 8.5.4 Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the MIDCO provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.
- 8.5.5 48 Volt Power. Provides 48 volt power to the MIDCO collocated equipment. Charged on a per ampere basis per Section 5.1.
- 8.5.6 48 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 or Cageless Physical Collocation) or the collocated equipment (for Virtual Collocation).
- 8.5.7 Inspector Labor. Provides for the U S WEST qualified personnel necessary when MIDCO required access to the point of interconnection after the initial installation or access to its Physical or Cageless 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 "off-shift" U S WEST employee (or contract employee) is required to go 'on-shift' on behalf of MIDCO.
- 8.5.8 Expanded Interconnection Channel Termination (EICT): The telecommunications interconnection between MIDCO'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.

- 8.5.9 Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for Physical or Cageless Physical Collocation) or from the collocated equipment (for virtual collocation) to the U S WEST network is of sufficient length to require regeneration.
- 8.5.10 Collocation Cross Connection. A charge to connect two collocated Co-Providers within the same serving wire center. The cross connect is between like intermediary frames (e.g., DS0, DS1) within USWC's serving wire center. There is a monthly recurring charge and a nonrecurring installation charge, both will be billed to the specific Co-Provider requesting the cross connect.
- 8.5.11 Collocation Single Point of Termination (SPOT). A charge associated with the installation, change and maintenance of MIDCO' equipment on the U S WEST SPOT cross-connect bay or frame within a wire center. Recurring and nonrecurring charges are assessed per two-wire pair, per Analog PLTS/DDS termination, Unbundled Network terminations, and per termination for each DS1 or DS3 requested.
- 8.5.12 Collocation Cable Racking. A charge for cable racking required for placement of MIDCO's supplied tie cables from its equipment to the SPOT Frame which is provided in conjunction with the SPOT Frame Per DSO, DS1 and DS3 termination. Cable Racking is assessed on a per foot, per pair, per requested UNE termination at the SPOT Frame.
- 8.5.13 Collocation Grounding. A charge associated with providing grounding for MIDCO's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to MIDCO's cage enclosure or common space where required.

8.6 Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

- 8.6.1 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.

- 8.6.2. Enclosure Buildout. The Enclosure Buildout element, either Cage or, at the MIDCO's option, hardwall, includes the material and labor to construct the enclosure specified by MIDCO or MIDCO may choose from U S WEST approved contractors (or U S WEST approved MIDCO 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 MIDCO 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 MIDCO's requirements, central office structure and arrangements.

8.7 Virtual Collocation Rate Elements

The following rate elements apply uniquely to virtual collocation:

- 8.7.1 Maintenance Labor-Provides for the labor necessary for repair of out of service labor and/or service-affecting conditions and preventative maintenance of the MIDCO virtually collocated equipment. MIDCO 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 MIDCO. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.
- 8.7.2 Training Labor-Provides for the billing of vendor-provided training for U S WEST personnel on a metropolitan service area basis, necessary for MIDCO 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 MIDCO 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 MIDCO 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 MIDCO will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as MIDCO
- 8.7.3 Equipment Bay-Provides mounting space for the MIDCO 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.

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

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

8.8 Cageless Physical Collocation Rate Elements -

The following rate elements apply uniquely to Cageless Physical Collocation:

8.8.1 The supporting structure and rate elements for Cageless Physical Collocation are the same as Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay.

8.9 Physical and Virtual Collocation Installation Intervals

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

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

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

8.9.3 Quote Acceptance. MIDCO 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.

8.9.4 Completion of Cage Construction (physical collocation only). Within ninety (90) days of the acceptance of the quotation by MIDCO, the construction of the necessary cage/hardwall enclosure shall be completed. At this time, the leased floor space will be available to MIDCO for installation of its collocated equipment.

- 8.9.5 Completion of Collocated Equipment Installation (virtual collocation only)-U S WEST shall complete the installation of MIDCO's collocated equipment within ninety (90) days of U S WEST's receipt of MIDCO'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.

8.10 Cageless Physical Collocation Installation Intervals, Ordering and Billing

8.10.1 Installation Intervals and Ordering - Cageless Physical Collocation

The following information is unique for Cageless Physical Collocation:

- 8.10.2 Upon receipt of a Collocation Order Form and QPF, U S WEST will perform a feasibility study to determine if adequate space can be found for the placement of MIDCO's equipment within the Central Office. The feasibility study will be provided within twenty one (21) calendar days from date of receipt of the Collocation Order Form and QPF. If Collocation entrance facilities and office space are found to be available, U S WEST will develop a quote for supporting structure within thirty five (35) calendar days of providing the feasibility study. Cageless Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. If MIDCO agrees to terms as stated in the Collocation Price Quote, MIDCO must respond within thirty (30) calendar days with a signed quote, a check for 50% of the quoted charges and proof of insurance. Upon receipt of the signed quote, 50% payment and proof of insurance, construction by U S WEST will begin. The cageless, physical space including equipment bays provided by MIDCO and associated apparatus provided by U S WEST, will be available to MIDCO 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.

- 8.10.3 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 POI and DC power upgrades required to meet MIDCO's Collocation request.

8.11 Billing - Cageless Physical Collocation

Upon completion of the construction activities and payment of the remaining nonrecurring charge, U S WEST will turn over access to the space and provide

security access to the Wire Center. MIDCO will sign off on the completion of the physical space via the Physical or Cageless Physical Collocation completion package. This will activate the monthly billing for leased space. MIDCO may then proceed with the installation of its equipment in the Collocation space. Once MIDCO's equipment has been installed and cable provided to the SPOT Frame, U S WEST will complete all remaining work activities. A second completion package will be provided for MIDCO's approval of the project. This completion package will initiate the recurring collocation charges associated with the remaining monthly charges (e.g., Collocation Entrance Facility, DC Power, etc.)

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 MIDCO without changing their telephone numbers. Such interim solutions include Remote Call Forwarding ("RCF") and flexible Direct Inward Dialing ("DID"). MIDCO 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 MIDCO 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 MIDCO 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 MIDCO 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 MIDCO ported subscribers shall be stored in PSAP databases. MIDCO 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 MIDCO. LIDB 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 MIDCO.

9.1.6 U S WEST shall exchange with MIDCO, 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 MIDCO provided line.

<u>Terminating Features:</u>	<u>DID</u>	<u>RCF</u>	<u>Notes</u>
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 MIDCO switches (SS7 connectivity not available with DID) and appropriate hardware/software in MIDCO 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.

<u>Originating Features:</u>	<u>DID</u>	<u>RCF</u>	<u>Notes</u>
Caller Identification	No	No	1,2,3
Last Call Return	No	Yes	1,2
Selective Call Fwd	No	No	1,2,3
Call Rejection	No	No	1,2,3

NOTES:

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

9.1.7 Upon request, U S WEST shall provide to MIDCO 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 MIDCO at no additional cost above that already paid for with interim local number portability.

9.1.10 Access On Interim Number Portability

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 MIDCO or by MIDCO 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, 976, 960 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 FX/ONAL 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 Interconnection 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 MIDCO 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 MIDCO purchases switching capabilities or resold services from U S WEST, until such time as numbering is administered by a third party, MIDCO requires the ability to obtain telephone numbers on-line from U S WEST, and to assign these numbers with the MIDCO customer on-line. MIDCO 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 Interconnection 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 Interconnection 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 MIDCO 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 MIDCO 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 MIDCO'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 MIDCO rates for services and like assistance to any end user customer reaching U S WEST Operators (including information for calls to MIDCO'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 MIDCO to route calls to MIDCO'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 10 (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 MIDCO's choice. U S WEST resold Operator Service shall be branded "MIDCO" and U S WEST operators shall be capable of quoting MIDCO'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 MIDCO acceptance of a U S WEST price quote, MIDCO 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 MIDCO's operators on-line access to U S WEST's directory assistance database; (b) provide to MIDCO unbranded directory assistance service (costs to be borne by MIDCO) (c) provide to MIDCO directory assistance service under MIDCO brand (where technically feasible); (d) allow MIDCO or a MIDCO 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 Interconnection 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 a state Commission approved cost study. Additional charges, for U S WEST intraLATA toll services, also apply for completed intraLATA toll calls. IntraLATA toll service shall be available pursuant to the wholesale discount provided in Appendix C, Resale, herein. Where available, call completion service is an optional end-user service. MIDCO may, at its option, request U S WEST to not provide call completion services to MIDCO customers.

16.4 General Requirements

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

16.4.2 U S WEST shall store proprietary customer information provided by MIDCO in their DA database; such information shall be able to be identified by source provider in order to provide the necessary protection of MIDCO or MIDCO 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 MIDCO 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 MIDCO all service enhancements on a non-discriminatory basis.

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

16.4.8 Upon MIDCO acceptance of U S WEST price quotation and where technically feasible U S WEST shall route MIDCO customer DA calls to MIDCO DA centers. MIDCO will pay the reasonable and appropriate costs to obtain this service.

16.5 U S WEST must place MIDCO customer listings in its DA database. U S WEST shall make its unbundled DA database available to MIDCO. 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 MIDCO 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 MIDCO 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 MIDCO bills its own end-users.

16.11 MIDCO shall be billed in a CRIS format that is acceptable to MIDCO in the resale environment and, generally, in the (IABS) format in the unbundled environment.

16.12 U S WEST and MIDCO 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 MIDCO's end users in U S WEST's listing database, based on end user information provided to U S WEST by MIDCO. U S WEST is authorized to use Listings in Directory Assistance (DA) as noted in paragraph 16.16., below.

16.14 MIDCO 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 MIDCO's end user customers. Primary listings are as defined for U S WEST end users in U S WEST's general exchange tariffs. MIDCO will be charged for premium listings, e.g., additional, foreign, cross reference, informational, etc., at the rates set forth in Section 5.1. MIDCO, 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 MIDCO-assigned number. The standard discounted rate for an additional listing applies to the other number.

16.15 U S WEST will furnish MIDCO the Listings format specifications. MIDCO 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 MIDCO and U S WEST to determine time frames.

16.16 MIDCO grants U S WEST a non-exclusive license to incorporate listings information into its directory assistance database. Prior authorization is required from MIDCO for all other uses. MIDCO 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 MIDCO'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 Interconnection 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 MIDCO orders. U S WEST will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that MIDCO has supplied U S WEST the necessary privacy indicators on such Listings.

16.18.2 U S WEST will include MIDCO 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 MIDCO's listings.

16.18.3 U S WEST will incorporate MIDCO 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 and if requested, shall complete the call to one of the provided listings.

16.19 MIDCO Responsibilities

16.19.1 MIDCO 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 MIDCO 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 MIDCO will be to the best of MIDCO's knowledge, accurate and correct. MIDCO 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. MIDCO 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 MIDCO is responsible for all dealings with, and on behalf of, MIDCO'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 MIDCO's end user information. If end user information provided by MIDCO to U S WEST does not contain a privacy indicator, no privacy restrictions will apply.

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

17. 911/E-911 SERVICE

17.1 Scope

17.1.1 MIDCO 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 Interconnection 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, MIDCO will participate in the provision of the 911 System as described in this Interconnection 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 MIDCO.

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

17.1.2.4 MIDCO 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 MIDCO any variations to NENA recommendations required for ALI data base input.

17.1.2.5 MIDCO 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 MIDCO 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 MIDCO with the identification of the U S WEST 911 controlling office that serves each geographic area served by MIDCO.

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 MIDCO with the ten-digit telephone numbers of each PSAP agency, for which U S WEST provides the 911 function, to be used by MIDCO operators for handling emergency calls in those instances where the MIDCO 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 MIDCO is no less accurate than its own data. MIDCO is responsible for record data provided to U S WEST for entry or entered by MIDCO.

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, MIDCO 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 MIDCO are totally separate from this Interconnection Agreement and U S WEST makes no representations on behalf of the third party.

17.1.4 If MIDCO is the primary service provider to the county, MIDCO 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 Interconnection Agreement.

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

17.1.6 MIDCO 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 Interconnection 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 MIDCO 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 MIDCO. 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, U S WEST, or its agent, will make available to MIDCO the mechanized Master Street Address Guide ("MSAG") and routine updates.

17.3.2 U S WEST will provide mapping of IXNs 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. MIDCO 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 MIDCO 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 MIDCO 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. MIDCO 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 MIDCO 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 MIDCO;

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 MIDCO 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 MIDCO and directory publishers, including U S WEST Dex. U S WEST acknowledges that MIDCO may request U S WEST to facilitate discussions between MIDCO 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 MIDCO.

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 MIDCO 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 MIDCO'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 MIDCO 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 MIDCO facilities without MIDCO's prior written consent.

19.12 U S WEST shall make available to MIDCO, by lease or otherwise, the entire innerduct.

19.13 U S WEST shall provide to MIDCO a single point of contact for negotiating all structure lease and ROW agreements.

19.14 MIDCO shall have the option to be present at the field based survey and U S WEST shall provide MIDCO at least 24 hours notice prior to the start of such field survey. During the field survey, U S WEST shall allow MIDCO 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 MIDCO's request and MIDCO'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 MIDCO'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 MIDCO may, at its option, make pole attachments and use MIDCO or MIDCO 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 MIDCO's facilities, U S WEST shall provide written notification of such action to MIDCO so that MIDCO will have the opportunity to add to or modify MIDCO's facilities. If MIDCO adds to or modifies its facilities according to this paragraph, MIDCO 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 MIDCO is responsible for the costs to move its facilities located on or in the structure. To the extent that MIDCO has a separate permit for a ROW, MIDCO will be responsible for obtaining a new permit. If MIDCO elects to add new facilities during the relocation effort, MIDCO shall pay the costs of any new MIDCO 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 MIDCO 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 and Network Elements ordered under this Interconnection Agreement, U S WEST will provide MIDCO 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, MIDCO 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 Interconnection 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 MIDCO and U S WEST will use at least one method of exchanging pre-order information which will be real-time transaction based. MIDCO 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. MIDCO and U S WEST will use a TCP/IP based transport network for the exchange of EDI transactions. MIDCO 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. MIDCO and U S WEST will use an X.25 transport network which is the currently defined standard.

20.5.3 For Billing, MIDCO 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), MIDCO and U S WEST agree to use CONNECT: Direct.

20.5.5 For Directory Assistance Database Information, MIDCO 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 MIDCO customer contact as executed within MIDCO'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 MIDCO Sales and Service Center will be equal in quality with that which U S WEST provides to itself. U S WEST agrees to provide MIDCO benchmarking information for end-user performance based on transaction volumes (nominal - light volume, standard - typical volume, and worst case - heavy volume). MIDCO may request an improvement in the transaction response time U S WEST provides to MIDCO'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 MIDCO's business requirements.

20.7 Compliance with Industry Standards

20.7.1 MIDCO 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 Interconnection 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 MIDCO to support Local Service delivery, MIDCO and U S WEST may need to define and implement system interface specifications that are supplemental to existing standards. Where mutually agreed to, MIDCO 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 MIDCO 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 MIDCO. MIDCO 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 MIDCO and U S WEST agree that 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 MIDCO and U S WEST will establish a transaction-based electronic communications interface based upon the most current (as of the Effective Date of this Interconnection 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 MIDCO 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 MIDCO 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 Interconnection Agreement. An exchange protocol, such as EC-Lite 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.

20.10.2 The 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 MIDCO 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.

20.10.3 Subject to regulatory direction or mutual agreement relative to the requirement of providing combinations of UNE components, MIDCO 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.

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

20.10.5 The ordering of common use UNEs, as may be permitted under the Interconnection 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 MIDCO, this process will not employ the electronic interfaces specified in this Interconnection Agreement, unless modified by separate agreement. U S WEST will support, if and to the extent required by law, this Interconnection 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.

20.10.6 U S WEST will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the delivery of supplemental (new/revised) information from MIDCO, 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 MIDCO and U S WEST mutually agree to change the treatment.

20.11 Maintenance and Repair

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

20.11.2 For the purpose of exchanging fault management information, MIDCO 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).

20.11.3 Modifications 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

20.12.1 U S WEST will record the mutually agreed upon customer usage data that MIDCO 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 MIDCO is reselling retail local exchange services of U S WEST and when usage is associated with customers served by MIDCO through one or more UNEs provided by U S WEST. MIDCO and U S WEST will mutually agree upon the conditions when customer usage data recording will be provided on behalf of MIDCO.

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 MIDCO 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 Interconnection 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 MIDCO. 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 MIDCO 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 MIDCO consistent with FCC and State regulatory guidelines and requirements, so that MIDCO may bill other carriers for the local and exchange access usage charges to which MIDCO is entitled, if any. MIDCO 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 MIDCO, where MIDCO either is reselling retail services of U S WEST or employing UNEs to provide local service, U S WEST will notify MIDCO whenever the local service customer transfers service from MIDCO 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 MIDCO. 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 MIDCO 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 or U S WEST IMA interface employed for ordering resale service as specified in Section 20.5.1 or in Appendix C.

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 MIDCO resells or UNEs of U S WEST that MIDCO employs in providing service, will be the industry standard CARE message TCSI 3148.

20.15.4 Agreement by U S WEST and MIDCO to the Local Account Maintenance described above does not, in any way, set a precedence or remove any obligation for U S WEST and MIDCO 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 MIDCO 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 this Interconnection Agreement. The use of listings in a manner not associated with this use, is expressly forbidden, and is a violation of the terms of this Interconnection Agreement.

20.17 Testing and Acceptance

20.17.1 MIDCO and U S WEST agree that no interface will be represented as either generally available as to MIDCO or as operational as to MIDCO 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 MIDCO 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 MIDCO 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 MIDCO 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 Interconnection Agreement.

20.18 Joint Implementation Agreement Development

20.18.1 MIDCO 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, MIDCO 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 Interconnection 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 Interconnection Agreement, MIDCO 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 MIDCO and U S WEST will document an overall project implementation schedule within 60 days of signing this Interconnection 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, MIDCO 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 Interconnection Agreement.

20.18.5 By mutual agreement, specific paragraphs or entire sections of the Interconnection 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 Interconnection 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 MIDCO to react.

22. REFERRAL ANNOUNCEMENT

When an end user customer changes from U S WEST, MIDCO, or from MIDCO 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 MIDCO customers have dialing parity to similar U S WEST centers. U S WEST shall provide MIDCO 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 MIDCO customers to MIDCO for proper customer service action.

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

23.3.1 MIDCO 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 MIDCO shall be instructed to report all cases of trouble to MIDCO. 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 MIDCO 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 PROCESS

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). Pursuant to Section 24.2 following, U S WEST shall

use the BFR Process to determine the terms and timetable for providing the requested items, where applicable.

24.2 A qualifying BFR must address the following:

24.2.1 If the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, MIDCO must submit documentation that demonstrates that access to such Network Element is necessary; that the failure to provide access to such Network Element would impair the ability of MIDCO to provide the services that it seeks to offer; and that MIDCO's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element.

24.2.2 For non-proprietary elements as specified in Section 251(d)(2) of the Act, MIDCO must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Elements would decrease the quality or increase the cost of the service sought to be offered by MIDCO.

24.2.3 For a request for interconnection pursuant to Section 7.1.3 above, MIDCO must submit documentation that demonstrates that the requested interconnection is technically feasible.

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

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

24.3.2 the desired interface specification;

24.3.3 each requested type of interconnection or access;

24.3.4 a statement that the interconnection or Network Element will be used to provide a telecommunications service;

24.3.5 the quantity requested; and

24.3.6 the specific location requested.

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

24.5 Within 30 calendar days of its receipt of the BFR and all information necessary to process it, U S WEST shall provide to MIDCO a preliminary analysis of the BFR. The preliminary analysis shall specify: U S WEST's conclusions as to whether or not the requested interconnection or access to an

unbundled Network Element complies with the unbundling requirements pursuant to Sections 24.2 and 24.3 above.

24.5.1 U S WEST determines during the 30 day period that a BFR does not qualify as a Network Element of interconnection that is required to be provided pursuant to Section 24.2, U S WEST shall advise MIDCO 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.

24.5.2 U S WEST determines during the thirty day period that the BFR qualifies pursuant to Section 24.2, it shall notify MIDCO in writing of such determination within ten days.

24.5.3 As soon as feasible, but in any case within 90 days after U S WEST notifies MIDCO that the BFR qualifies pursuant to Section 24.2, U S WEST shall provide to MIDCO a BFR quote. The BFR quote 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 development costs and construction charges of the interconnection or the network elements and any minimum volume and term commitments required.

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

24.6.1 If MIDCO agrees to pay the development costs, and requests U S WEST to proceed:

24.6.1.1 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 MIDCO for the interconnection or Network Element;

24.6.1.2 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

24.6.1.3 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.

24.6.1.4 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

24.7 If MIDCO has agreed to the terms of the BFR minimum volume and term commitments under the preceding paragraph, MIDCO may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation MIDCO 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.

24.8 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 Interconnection Agreement.

24.9 MIDCO 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 borne 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 Interconnection 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, MIDCO and U S 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 MIDCO and U S 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 Interconnection 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 MIDCO has the capability to bill 900 type calls, MIDCO may choose to block such calls, or MIDCO 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 MIDCO pays U S WEST for Operator Services for Out-collect-type calls, U S WEST will provide to MIDCO the unrated message detail that originates from an MIDCO 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 MIDCO on a daily basis. MIDCO as the LSP will be deemed the earning company and will be responsible for rating the message at MIDCO tariffed rates and MIDCO will be responsible for providing the billing message detail to the billing company for end-user billing. MIDCO will pay to U S WEST charges as agreed to under separate agreement and MIDCO will be compensated by the billing company for the revenue it is due as agreed to under separate agreement. MIDCO 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 MIDCO is purchasing local switching from U S WEST, U S WEST 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 MIDCO 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 MIDCO's signaling point of interface with the U S WEST serving wire center (SWC). MIDCO may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, MIDCO 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. MIDCO may purchase this element or self-provision transport directly to the STP. If MIDCO 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 MIDCO 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, in its network, U S WEST shall provide SS7 call set-up signaling protocol, at no charge. MIDCO presumes there is no incremental recurring costs associated with this request and believes no charges are appropriate. If after performing a state Commission approved cost study, incremental cost are identified, MIDCO will pay those costs for delivery of this information to MIDCO. If chargeable, MIDCO will likewise perform a cost study to identify this costs when it provides this information to U S WEST and shall charge U S WEST in a similar manner. At the option of MIDCO, 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, 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 MIDCO. Specifically, U S WEST shall not develop products and services with proprietary network interfaces that inhibit or restrict the ability of MIDCO to utilize the product or service in the provisioning of MIDCO services. This is not intended to limit U S WEST's ability to develop new proprietary services which would not impact MIDCO'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 MIDCO 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 MIDCO through either purchase of the U S WEST local switching element or through the SS7 connection with MIDCO'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 MIDCO 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 MIDCO to store any customer line or Special Billing number in the U S WEST LIDB database. MIDCO 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 MIDCO data to the LIDB shall be solely at the direction of MIDCO.

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, MIDCO may request of U S WEST priority updates to MIDCO 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 MIDCO, upon request, direct verification of the accuracy of MIDCO data in LIDB through screen print reports of specific numbers in question or statistical sampling of the entire universe of numbers. MIDCO shall be responsible for the reasonable and appropriate costs of MIDCO requested reports.

29.3.9 U S WEST shall perform backup and recovery of all of MIDCO'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 MIDCO to query from MIDCO's designated switch (which includes U S WEST's Local Switching when purchased by MIDCO 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 MIDCO 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 Interconnection Agreement contemplate the provision of network interconnection services and access to Network Elements where available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Network Elements specifically provided for in this Interconnection Agreement, U S WEST is not required to build additional or further facilities for network interconnection and access to Network Elements.

30.2 To the extent that U S WEST agrees to construct facilities for interconnection services, U S WEST will develop the up front costs required to be paid by MIDCO to provide the service. Up front costs paid by MIDCO will be refunded by U S WEST to MIDCO 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 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 MIDCO portion of a specific job will be provided to MIDCO 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, MIDCO will be billed the quoted price and construction will commence after receipt of payment. If MIDCO chooses not to have U S WEST construct the facilities, U S WEST reserves the right to bill MIDCO for the reasonable expenses incurred for producing the engineered job design.

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

31. RESALE

The Parties have previously entered into a Resale Agreement, an exact duplicate of which is attached hereto as Appendix C. The terms and conditions of that Resale Agreement are incorporated into this Local Interconnection Agreement exactly as written, provided however, the term shall be corrected to be the same term as Section 3 above.

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

32.1.2 This Interconnection Agreement provides for the provision of unbundled Network Elements to MIDCO which MIDCO may connect or combine for the purpose of offering finished retail services. U S WEST will not combine U S WEST's unbundled Network Elements to provide a finished service to MIDCO. U S WEST agrees, however, to offer finished retail services to MIDCO for resale pursuant to the Resale section of this Interconnection Agreement.

32.1.3 U S WEST will not restrict the types of telecommunications services MIDCO may offer through unbundled elements, nor will it restrict MIDCO from combining elements with any technically compatible equipment MIDCO owns. U S WEST will provide MIDCO with the same features, functions and capabilities of a particular element that U S WEST provides to itself, so that MIDCO can provide any telecommunications services that can be offered by means of the element.

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

32.1.4 U S WEST will provide unbundled elements to MIDCO 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 elements available to MIDCO. Parity of treatment for unbundled elements includes the following:

- 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 MIDCO to interconnect MIDCO facilities or facilities provided by MIDCO 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 MIDCO of the disconnect of any MIDCO 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, MIDCO 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 MIDCO.

32.2.1.3 To the extent MIDCO 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 MIDCO 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 MIDCO'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 MIDCO'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 MIDCO's end user premise. The connection between the distribution frame and MIDCO 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 MIDCO has requested reassignment of the loop serving that end user.

32.2.1.8.2 MIDCO 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 MIDCO to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. MIDCO 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 MIDCO 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 MIDCO 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, MIDCO 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 MIDCO 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 MIDCO and U S WEST personnel will make telephone contact to complete the cutover.

32.2.1.9 MIDCO 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 MIDCO 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 Appendix C, Agreement for Service 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 MIDCO.

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

U S 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 MIDCO 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 that exist between its central offices or between such offices and those of competing carriers. This includes, but is not limited to, 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 provide, where available, transmission capabilities, such as DS1, DS3, SONET, and Optical Carrier levels (e.g. OC-3/12/48/96) that MIDCO 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 MIDCO 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.

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 MIDCO access to the network interface device per FCC rules as effective.

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

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

32.2.6.5 If MIDCO purchases an unbundled loop, MIDCO 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 MIDCO. "MIDCO" shall be the brand on MIDCO calls when technically feasible. Custom routing shall be provided when technically feasible. MIDCO 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 MIDCO. "MIDCO" shall be the brand on MIDCO calls when technically feasible. MIDCO data shall be included in the U S WEST database. The U S WEST database shall be available to MIDCO. 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 Interconnection Agreement in response to specific requests therefor, pursuant to the Bona Fide Request process detailed in Section 24 of this Interconnection Agreement.

33. SECTION LEFT INTENTIONALLY BLANK

34. SERVICE MEASURES AND STANDARDS

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

34.2 U S WEST agrees to provide to MIDCO the same level of service that U S WEST provides to itself as determined by measuring and comparing a statistically significant number of activities listed below.

34.2.1 For those services procured by MIDCO and unless otherwise noted below, U S WEST shall measure its results as a percentage. U S WEST shall also measure the percentage results of MIDCO.

MIDCO agrees to measure its performance related to these performance indicators in providing service to U S WEST.

34.2.2 In some instances, U S WEST may not provide the listed service to itself. If U S WEST does not provide a statistically significant number of a listed activity for itself, U S WEST will provide data which will allow comparison between MIDCO's performance results and the average performance results of the same performance indicator for a statistically significant number of total activities provided to all other MIDCOs within the state in which the service was provided.

34.2.3 In no event shall percentage results be provided if the number of measured activities is less than a statistically significant universe of fewer than sixty (60) activities during the time period of measurement.

34.2.4 The list of performance indicators to be measured are as follows:

Resale Indicators

Residence Installation Intervals Offered (Facilities in Place)
Business Installation Intervals Offered (Facilities in Place)
Firm Order Confirmations within 48 hours (DS0) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS1) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS3) (Facilities in Place)
Firm Order Confirmations within 48 hours (Switched) (Facilities in Place)
Average Installation Intervals Delivered (Residence) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (Business) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS0) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS1) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS3) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (Switched) (Facilities in Place) (Days and Hours)
Residence Installation Commitments Met (Facilities in Place)
Business Installation Commitments Met (Facilities in Place)
Designed Installation Commitments Met (DS0) (Facilities in Place)
Designed Installation Commitments Met (DS1) (Facilities in Place)
Designed Installation Commitments Met (DS3) (Facilities in Place)
Designed Installation Commitments Met (Switched) (Facilities in Place)
MIDCO-caused Installation Misses
Residence Disconnect Commitments Met
Business Disconnect Commitments Met
Residence Installation Reports (Repair Report After Installation) Within 7 Days
Business Installation Reports (Repair Report After Installation) Within 7 Days
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS0)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS1)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS3)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (Switched Access)
Residence Percent Out of Service Cleared < 24 hours
Business Percent Out of Service Cleared in < 24 hours
Designed Percent Out of Service Cleared < 4 hours (DS0)
Designed Percent Out of Service Cleared in < 4 hours (DS1)
Designed Percent Out of Service Cleared < 4 hours (DS3)
Designed Percent Out of Service Cleared in < 4 hours (Switched)
Residence Percent Out of Service and Service Affecting Cleared < 48 hours
Business Percent Out of Service and Service Affecting Cleared < 48 hours
Residence Repair Commitments Met
Business Repair Commitments Met
Residence Repair Repeated Reports Within 30 Days
Business Repair Repeated Reports Within 30 Days
Designed Repair Repeated Reports Within 30 Days (DS0)
Designed Repair Repeated Reports Within 30 Days (DS1)

Designed Repair Repeated Reports Within 30 Days (DS3)
 Designed Repair Repeated Reports Within 30 Days (Switched)
 Residence Report Rate per 100 Lines
 Business Report Rate per 100 Lines
 MIDCO-caused Trouble Reports
Unbundled Loop Indicators
 Firm Order Confirmations Within 48 hours (Facilities in Place) 2 Wire
 Firm Order Confirmations Within 48 hours (Facilities in Place) 4 Wire
 Average Installation Intervals Delivered (Facilities in Place) 2 Wire (Days and Hours)
 Average Installation Intervals Delivered (Facilities in Place) 4 Wire (Days and Hours)
 Percent Installation Commitments Met (Facilities in Place) 2 Wire
 Percent Installation Commitments Met (Facilities in Place) 4 Wire
 Installation Reports Within 30 Days 2 Wire
 Installation Reports Within 30 Days 4 Wire
 Percent Out of Service Cleared in < 24 hours 2 Wire
 Percent Out of Service Cleared in < 24 hours 4 Wire
 Percent Out of Service and Service Affecting Cleared in < 48 hours 2 Wire
 Percent Out of Service and Service Affecting Cleared in < 48 hours 4 Wire
 Mean Time to Restore 2 Wire
 Mean Time to Restore 4 Wire
 Repair Repeated Reports Within 30 Days 2 Wire
 Repair Repeated Reports Within 30 Days 4 Wire
LIS Trunk Indicators
 Firm Order Confirmations Within Six Days (Facilities in Place)
 Average Installation Intervals Delivered (Facilities in Place) (Days and Hours)
 Installation Commitments Met (Facilities in Place)
 Installation Reports Within 30 Days
 Out of Service Cleared in < 4 hours
 Repair Repeated Reports Within 30 Days
 MIDCO-caused Trouble Reports

- 34.3 Failure to Meet the Service Standard. If during a specified review period, the performing Party fails to deliver the same level of service that it provides to itself, such Party will use its best efforts to meet the service standard for the next specified review period. If the performing Party fails to meet the service standard for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or pursuant to the Dispute Resolution section of this Interconnection Agreement. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law.
- 34.4 The performing Party's failure to meet the service standard cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by the receiving Party to perform any of its obligations set forth in this Interconnection Agreement, (b) any delay, act or failure to act by an end user, agent or subcontractor of the receiving Party or (c) any Force Majeure Event. If a Delaying Event prevents the performing Party from performing a measured activity, then such measured activity shall be excluded from the calculation of the performing Party's compliance with the service standard.
- 34.5 Records. Each Party shall maintain complete and accurate records, for the specified review period of its performance under this Interconnection Agreement for each measured activity and its compliance with the service standard. Each Party shall provide to the other such records in a self-reporting format. Such

records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Proprietary Information".

- 34.6 **Cost Recovery.** Each Party reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

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 MIDCO with parity level knowledge of any engineering changes associated with U S WEST's network elements and deployment of new technologies where MIDCO is affected. MIDCO 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 MIDCO'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

MIDCO, consistent with Section 252 (i) of the Act, may opt into a then-existing, valid interconnection agreement, in its entirety, at the conclusion of the said term of this Interconnection Agreement. The parties agree that the provisions of Section 252 (i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

36.3 Customer Authorization

Where so indicated in Appendix C of this Interconnection Agreement, MIDCO is responsible to have a Customer Authorization or have in place and maintain the integrity of a third party PIC verification process. MIDCO 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 MIDCO, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of MIDCO to act on behalf of the end user, MIDCO 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 MIDCO 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 MIDCO requested revenue protection capability, those costs will be borne by MIDCO.

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 Interconnection 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 Interconnection Agreement, nothing in this Interconnection 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 MIDCO may use the phrase "MIDCO is a reseller of U.S. WEST Communications services" (the Authorized Phrase) in MIDCO'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 MIDCO, or included in any advertising materials that contain goods or services other than those being resold by MIDCO.]
- 36.6.5.2 MIDCO's use of the Authorized Phrase does not, in U S WEST's reasonable discretion, cause customers to believe that MIDCO is U S WEST.
- 36.6.5.3 The Authorized Phrase, when displayed, appears only in text form (MIDCO 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 MIDCO's name and in no event shall exceed 8 point size.
- 36.6.5.4 MIDCO shall provide MIDCO'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 MIDCO's use of the Authorized Phrase causes customer confusion, U S WEST may in its reasonable discretion immediately terminate MIDCO's right to use the Authorized Phrase.
- 36.6.5.6 Upon termination of MIDCO's right to use the Authorized Phrase or termination of this Interconnection Agreement, all permission or right to use the Authorized Phrase shall immediately cease and MIDCO shall immediately cease any and all such use of the Authorized Phrase.
- 36.6.5.7 MIDCO'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 MIDCO 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"). MIDCO recognizes that nothing contained in this Interconnection Agreement is intended as an assignment or grant to MIDCO of any right, title or interest in or to the Marks and that this Interconnection 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. MIDCO 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. MIDCO 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 MIDCO 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 MIDCO is reselling U S WEST services (the "Reference") provided:

- a) The Reference does not, in MIDCO's reasonable discretion, cause customers to believe that U S WEST is MIDCO;
- b) MIDCO's name appears only in text form (U S WEST may not use MIDCO's logo) with all letters being the same font and point size. The point size of MIDCO'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 MIDCO for its prior written approval. MIDCO must provide such approval or the reasons for rejection within 10 days of such submission. MIDCO's failure to respond shall be deemed approval.
- d) If MIDCO reasonably determines that U S WEST's Reference causes customer confusion, MIDCO 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 "MIDCO" and "Midco Communications, Inc." (the "MIDCO Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to MIDCO and MIDCO Communications, Inc. respectively or their successors in interest (the "Owners"). U S WEST recognizes that nothing contained in this Interconnection Agreement is intended as an assignment or grant to U S WEST of any right, title or interest in or to the MIDCO Marks and that this Interconnection Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the MIDCO Marks and is not assignable. U S WEST will do nothing inconsistent with the Owner's ownership of the MIDCO Marks, and all

rights, if any, that may be acquired by use of the MIDCO 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 MIDCO 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. MIDCO warrants that MIDCO is the owner of or has the right to allow U S WEST to use the MIDCO 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement unless the context shall otherwise require. Whenever any provision of this Interconnection Agreement refers to a technical reference, technical publication, MIDCO 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, MIDCO practice, U S WEST practice, or publication of industry standards (unless MIDCO elects otherwise). Should there be any inconsistency between or among publications or standards, MIDCO 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 MIDCO 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 Interconnection 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 Interconnection 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 Interconnection Agreement.

36.14 Entire Interconnection Agreement.

This Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement which by their nature are intended to continue beyond the termination or expiration of this Interconnection Agreement shall survive the termination or expiration of this Interconnection Agreement.

36.18 Intentionally left blank for numbering consistency.

36.19 Amendment of Interconnection Agreement.

MIDCO and US WEST may mutually agree to amend this Interconnection Agreement in writing. Since it is possible that amendments to this Interconnection Agreement may be needed to fully satisfy the purposes and objectives of this Interconnection Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Interconnection 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 Interconnection 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 Interconnection 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 (i) 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Interconnection 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 Interconnection 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 MIDCO and U S WEST arising under this Interconnection Agreement.

36.29.2.2 Remedy.

36.29.2.2.1 Either Party to this Interconnection Agreement may invoke the informal and formal complaint procedures of the Commission for any dispute arising out of this Interconnection 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 MIDCO 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 Interconnection 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 Interconnection 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 Interconnection Agreement shall submit any dispute between U S WEST and MIDCO 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 Interconnection Agreement.

36.29.2.6.2 The Parties shall appoint an Arbitrator who will serve for the term of this Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Interconnection 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 Interconnection Agreement, an additional Arbitrator within the time limit set forth in Section 36.29.2.6.3 of this Interconnection Agreement, or a replacement Arbitrator within the time limit set forth in Section 36.29.2.6.5 of this

Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement.

36.29.2.8 Discovery.

U S WEST and MIDCO shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either U S WEST or MIDCO may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between U S WEST and MIDCO, 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 Sioux Falls, South Dakota or Minneapolis, Minnesota.

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 Interconnection 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, MIDCO, 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 materials 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 Interconnection 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 MIDCO to U S WEST and by U S WEST to MIDCO at the address designated for delivery of notices in this Interconnection Agreement shall be deemed to be service to U S WEST or MIDCO, respectfully.

36.30. Commission Decision.

This Interconnection 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 Interconnection Agreement inoperable or creates any ambiguity or requirement for further amendment to the Interconnection Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement, the Proprietary Information provisions of this Interconnection Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Interconnection Agreement, even if furnished before the date of this Interconnection Agreement.

36.32 Notices.

Any notices required by or concerning this Interconnection Agreement shall be sent to the Parties at the addresses shown below:

U S WEST

Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With Copy to:

U S WEST Law Department
Attention: General Counsel, Interconnection
1801 California Street, Room 5100
Denver, CO 80202

MIDCO Communications, Inc.

Attention: W. Tom Simmons
Vice President & General Manager
410 South Phillips Avenue
Sioux Falls, SD 57104

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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection 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 Interconnection Agreement, each of the remedies provided under this Interconnection 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 Interconnection Agreement are unique. Accordingly, in addition to any other available rights or remedies, MIDCO may sue in equity for specific performance.

36.36.3 In the event U S WEST intentionally fails to switch a subscriber to MIDCO service as requested through an MIDCO service request, within the intervals set forth in this Interconnection 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 MIDCO 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 MIDCO under this Interconnection Agreement or otherwise available.

36.36.4 All rights of termination, cancellation or other remedies prescribed in this Interconnection 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 Interconnection Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Interconnection Agreement.

36.37 No Third Party Beneficiaries

Except as may be specifically set forth in this Interconnection Agreement, this Interconnection 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

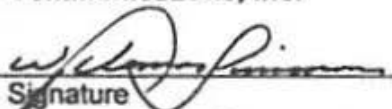
MIDCO and U S WEST agree to make available to a mutually agreed upon third-party credit reporting agency, on a timely basis, such of the following Customer payment history information available for each person or entity that applies for local service or intraLATA toll Telecommunications Service(s) from 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.

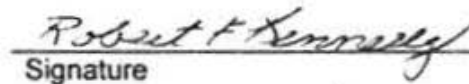
36.39 Branding Services offered by MIDCO that incorporate Network Elements or Combinations made available to MIDCO pursuant to this Interconnection Agreement, and Local Services that MIDCO offers for resale shall, at MIDCO's sole discretion, be branded exclusively as MIDCO services, or otherwise, as MIDCO shall determine. MIDCO shall provide the exclusive customer service interface to MIDCO Customers in connection with the marketing, offering or provision of MIDCO services, except as MIDCO shall otherwise specify. In those instances where MIDCO requires U S WEST personnel to interface directly with MIDCO Customers, either orally, in person, or by telephone, or in writing, such personnel shall identify themselves as representing MIDCO. All forms, business cards or other business materials furnished by U S WEST to MIDCO Customers shall be subject to MIDCO's prior review, and shall bear no corporate name, logo, trademark or trade name other than MIDCO's or such other brand as MIDCO shall determine, unless otherwise specified by the Commission. In no event shall U S WEST personnel acting on behalf of MIDCO pursuant to this Interconnection Agreement provide information to MIDCO local service customers about U S WEST products or services. U S WEST shall provide, for MIDCO's review, the methods and procedures, training and approaches to be used by U S WEST to ensure that U S WEST meets MIDCO's branding requirements.

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

Midco Communications, Inc.
d.b.a MidContinent
Communications, Inc.


Signature
W. Tom Simmons
Name Printed/Typed
VICE PRESIDENT
Title
2/24/99
Date

U S WEST Communications, Inc.


Signature
Robert F. Kennedy
Name Printed/Typed
Senior Counsel - Interconnect
Title
3-1-99
Date

APPENDIX A

Application of Rates and Charges for Unbundled Network Elements.

Note: Refer to Section 5.1 regarding rates.

APPENDIX B

Summary of Amendments to the Contract

APPENDIX C

Agreement for Service Resale

**AGREEMENT
FOR SERVICE RESALE
Between
Midco Communications, Inc.
and
U S WEST COMMUNICATIONS, INC.**

TABLE OF CONTENTS

	Page
I. RECITALS & PRINCIPLES	3
II. SCOPE OF AGREEMENT	4
III. DEFINITIONS	4
IV. RESALE SERVICES	6
A. Description	6
B. Scope	6
C. Ordering and Maintenance	6
D. Reseller Responsibilities	9
E. Rates and Charges	10
F. Collateral and Training	12
G. Cooperation	12
V. ACCESS TO OPERATIONAL SUPPORT (OSS)	13
V. DIRECTORY LISTINGS	13
VI. GENERAL PROVISIONS	13
A. Term	14
B. Billing	14
C. Payment	14
D. Deposit	15
E. Taxes	16
F. Force Majeure	16
G. Responsibility of Each Party	16

H. Limitation of Liability	17
I. Indemnification	17
J. Patents, Trademarks and Branding	18
K. Warranties	20
L. Assignment	20
M. Default	20
N. Severability	20
O. Nondisclosure	21
P. Survival	22
Q. Dispute Resolution	22
R. State Commission Arbitration Issues	23
S. Governing Law	23
T. Limitation of Action	23
U. Joint Work Product	23
V. Notices	23
W. No Third Party Beneficiaries	24
X. Publicity and Advertising	24
Y. Amendments or Waivers	24
Z. Most Favored Nation	24
AA. Executed in Counterparts	24
BB. Headings of No force or Effect	24
CC. Entire Agreement	25

**AGREEMENT
FOR SERVICE RESALE**

This is an Agreement for Service Resale ("Agreement"), between Midco Communications, Inc. ("Reseller"), a Certified Reseller and U S WEST Communications, Inc. ("USWC") (collectively, "the Parties") in which USWC will provide certain services to Reseller within the state of South Dakota, and such additional states as the Parties may mutually agree upon. Where required, this Agreement or the portions of this Agreement relative to a particular state, will be submitted to the appropriate Public Utilities Commission ("Commission") and the Parties will specifically request that the Commission promptly approve this Agreement and refrain from taking any action to change, suspend or otherwise delay implementation of this Agreement. The Parties enter 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 matters related to the types of arrangements prescribed by this Agreement.

The Parties agree and understand that USWC is proposing certain provisions in this contract based, in large part, on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order are deemed by the courts to be not effective, this contract shall be modified to comport with the final court decisions and subsequent FCC or state Commission decisions or rules issued to comply with the courts' decisions.

I. RECITALS & PRINCIPLES

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, USWC is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies which are Incumbent Local Exchange Carriers; and

WHEREAS, the Telecommunications Act of 1996 has specific requirements for service resale, commonly referred to as a part of the "checklist" and USWC desires that this Agreement meet those checklist requirements; and

WHEREAS, USWC, for itself and its Affiliates, is willing to sell services for resale, on the terms and subject to the conditions of this Agreement; and,

WHEREAS, Reseller is a Telecommunications Carrier and has requested that USWC negotiate an Agreement with Reseller for the provision of USWC services for resale pursuant to the Act and in conformance with USWC's duties under the Act; and

WHEREAS, the parties have arrived at this Agreement through voluntary negotiations undertaken pursuant to the Act,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reseller and USWC hereby covenant and agree as follows:

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide services for resale. Unless otherwise provided in this Agreement, USWC will perform all of its obligations hereunder to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- B. 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, the Act, FCC 1st and 2nd Orders, or a state Commission, (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.
- C. The Parties acknowledge that the terms and conditions herein represent a balancing of interests important to the parties, and for that reason will, unless otherwise agreed, implement this Agreement as an integrated package without alteration of any material term or condition, or the inclusion or deletion of terms and conditions that would serve to alter a material term or condition herein unless such term or condition is altered pursuant to Section IV, E. 1 herein or to comply with a court order or an FCC or state Commission order.
- D. This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitrated decisions by the Minnesota South Dakota Commission acting pursuant to Section 252 (b) of the Act involving interconnection/resale agreements of other parties. The Parties have included for convenience certain rates and services in this Agreement which reflect rates and services established in some of those other arbitrations. Reseller acknowledges (1) that those rates and services are extended only because of the arbitrated results in other dockets, (2) that USWC intends to appeal certain of those decisions and (3) that any negotiations, appeal, stay injunction, settlement or similar proceedings impacting the applicability of those rates and services to the local services providers who were parties to those arbitrations will similarly impact the applicability of those rates and services to Reseller. The Parties further recognize that this Agreement is subject to the generic proceedings by the Commission addressing the rates and services in this Agreement.

III. DEFINITIONS

- A. "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunication Services. As used solely in the context of this Agreement

and unless otherwise agreed, Basic Exchange Telecommunication Services includes access to ancillary services such as 911, directory assistance and operator services.

- B. "Basic Exchange Switched features" are optional CLASS, Custom Calling, and AIN end user switched service features which 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.)
- C. "Commission" means the Public Utilities Commission(s) in the state(s) of South Dakota and any other state which the Parties agree to add to this Agreement.
- D. Directory Listings are any data: (1) identifying the listed names of subscribers of a telecommunications carrier and such subscribers' telephone numbers and addresses and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format or medium.
- E. "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve customer interaction with stored information.
- F. "Pre-ordering and Ordering" includes the exchange of information between telecommunications carriers about current or proposed customer products and services.
- G. "Reseller" is a category of Local Exchange service providers that are certified to obtain dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end user customers.
- H. "Tariff Services" as used throughout this Agreement refers to USWC state tariffs, price lists, price schedules and catalogs.
- I. "Technically feasible". Branding of Operator Services and Directory Assistance shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such branding. 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 an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state Commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.
- J. "Telecommunications Service(s)" means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition,

"telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information sent and received.

IV. RESALE SERVICES

A. Description.

USWC services (as defined in Section III.A. and B.) and intraLATA toll originating from USWC exchanges (hereinafter "intraLATA toll") will be available for resale by USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.

B. Scope.

1. Basic Exchange Telecommunications Service, Basic Exchange Switched Features and IntraLATA toll may be resold only for their intended or disclosed use and only to the same class of customer to whom USWC sells such services; e.g., residence service may not be resold to business customers.
2. USWC shall provide to Reseller services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within the same provisioning time intervals that USWC provides these services to others, including end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act. USWC will issue Reseller a quarterly report which will compare provisioning time intervals that USWC provides to its own end users with provisioning time intervals provided to Reseller.

C. Ordering and Maintenance.

1. Reseller or Reseller's agent shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Reseller shall make it clear to its end users that they are customers of the Reseller for resold services. Reseller's end users contacting USWC will be instructed to contact the Reseller; however, nothing in this Agreement, except as provided in Section IV.C.7(e), shall be deemed to prohibit USWC from discussing its products and services with Reseller's customers who call USWC for any reason.
2. Reseller shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to Reseller.

When USWC'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, USWC will render its closing bill to end user customer effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to Reseller for that portion of the service provided to the Reseller should Reseller's end user customer, a new service provider, or Reseller request service be discontinued to the end user. USWC will notify Reseller by FAX, OSS, or other processes when end user moves to another service provider. USWC will not provide Reseller with the name of the other reseller or service provider selected by the end user.

The Parties agree that they will not transfer their respective end user customers whose accounts are in arrears between each other. The Parties further agree that they work cooperatively together to develop the standards and processes applicable to the transfer of such accounts.

3. Reseller shall provide USWC and USWC shall provide Reseller with points of contact for order entry, problem resolution and repair of the resold services.
4. Prior to placing orders on behalf of the end user, Reseller shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of Reseller. Such selection may be obtained in the following ways:
 - a. The end user's written Letter of Authorization or LOA.
 - b. The end user's electronic authorization by use of an 800 number.
 - c. The end user's oral authorization verified by an independent third party (with third party verification as POA).
 - d. A prepaid returnable postcard supplied by Reseller which has been signed and returned by end user. Reseller will wait fourteen (14) days after mailing the postcard before placing an order to change.

Reseller shall make POAs available to USWC upon request. Prior to placing orders that will disconnect a line from another reseller's account the Reseller is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If a Reseller is displaced by another reseller or service provider, the Reseller is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of Reseller to act on behalf of the end user, the Reseller is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and Reseller's written evidence of its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If the Reseller does not provide the POA within three (3) business days, or if the end user disputes the authority of the POA, then the Reseller must, by the end of the third business day:

- notify USWC to change the end user back to the previous reseller or service provider, and
- provide any end user information and billing records the Reseller has obtained relating to the end user to the previous reseller, and
- notify the end user and USWC that the change has been made,
- remit to USWC a charge of \$100.00 ("slamming charge") as compensation for the change back to the previous reseller or service provider.

If an end user customer is switched from Reseller back to USWC and there is a dispute or discrepancy with respect to such change in service provider, Reseller may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to Reseller (or other previous reseller) without imposition of any Customer Transfer Charge and by the end of the third business day:

- provide any end user information and billing records that USWC has obtained relating to the end user to the Reseller, and
- notify the end user and Reseller that the change has been made,
- remit to Reseller a charge of \$57.00 ("slamming charge") as compensation for the change back to the Reseller. In those instances where USWC provides a POA within three (3) business days but the customer disputes the authority of the POA, the initial per line CTC charge required for a customer changes shall apply in place of the slamming charge.

5. Reseller shall designate Primary Interexchange Carrier (PIC) assignments on behalf of its end-users for interLATA services and intraLATA services when intraLATA presubscription is implemented.
6. When end user customers switch from USWC to Reseller, or to Reseller from any other reseller, such customers shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USWC shall take no action to prevent Reseller customers from retaining their current telephone numbers.
7. Reseller and USWC will employ the following procedures for handling misdirected repair calls:
 - a. Reseller and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
 - b. Customers of Reseller shall be instructed to report all cases of trouble to Reseller. Customers of USWC shall be instructed to report all cases of trouble to USWC.

- c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
- d. Reseller and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
- e. Notwithstanding the provisions of Section IV. C. 1., USWC will not discuss its products and services with Reseller's customers during the course of repair calls or visits.

D. Reseller Responsibilities.

- 1. Reseller must send USWC complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using USWC's resale order form and process. Reseller must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by Reseller.
- 2. Reseller may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.
- 3. Reseller is liable for all fraud associated with Service to its end-users and accounts. USWC takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of USWC. Notwithstanding the above, if USWC becomes aware of potential fraud with respect to Reseller's accounts, USWC will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible.
- 4. Reseller will indicate the date it will offer to residential and business subscribers telephone exchange services. The Reseller will provide a two year forecast within ninety (90) days of signing this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to USWC on a quarterly basis. Thereafter, during the term of this Agreement, Reseller will provide updated forecasts from time to time, as requested by USWC. 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
 - Reseller's anticipated order volume
 - Reseller's key contact personnel

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

Reseller shall use its best efforts in making a reasonable forecast of requirements for service; however Reseller shall not be penalized or be held otherwise liable should Reseller's forecast of type and quantity of service or order volume not be anticipated.

5. In the event USWC terminates the provisioning of any resold services to Reseller for any reason, Reseller shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing notice to Reseller's end user customers. USWC will provide notice to Reseller of its termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

E. Rates and Charges

1. Resold services as listed in Appendix A are available for resale at the applicable discount percentage or rate per minute set forth in Appendix A or at the retail tariff rates for services available for resale but excluded from the wholesale pricing arrangement in this Agreement.

However, the Commission has pending before it the March 20, 1997 arbitrator's decision in TC96-184, "In the Matter of the Interconnection Contract Negotiations between AT&T Communications of the Midwest, Inc. and U S WEST Communications, Inc. pursuant to 47 U.S.C. Section 252", (the "AT&T Arbitration") which decision recommended the services which should be available for resale and a wholesale discount rate of 15.61%. The Parties hereby agree that whatever services and wholesale discount rate the Commission establishes in its final decision in the AT&T Arbitration shall become effective with respect to this Agreement on a going-forward basis and without true-up to the effective date of this Agreement on the date of the Commission's decision. Appendix A will be modified to reflect such rates and services.

If the wholesale discount rates to be established in the AT&T Arbitration are established as interim rates and are pending the outcome of a final Commission decision in an interconnection cost docket, such rates, as adopted in this Agreement, The interim arbitrated rates set forth in Appendix A will be subject to true-up from the date those rates became effective in this Agreement the interim rate was adopted in to the effective date of the final interconnection cost docket order.

It is the intent of the Parties that, if the AT&T Rate, whether established as a result of interim rates or final rates established as a result of the cost docket order, is impacted by a judicial or administrative order as described below, the AT&T Rate made available to Reseller shall be impacted in the same way and to the same extent. If the AT&T Rate or applicability of the wholesale discount rate(s) to the services set forth in Appendix A is stayed or enjoined, the Parties agree that the telecommunications services still available for resale following the stay or injunction will be available to Reseller, effective as of the date of the stay order or injunction, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a nonappealable order establishes a wholesale discount rate(s). If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up to the rate(s)

established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T Rate or the applicability of the rate to the services in Appendix A is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to Reseller, effective as of the date of the order. The AT&T Rate shall be subject to true-up to the changed rates for the period of time the AT&T Rate was in effect.

If the applicability of the wholesale discounts rates and/or services set forth in Appendix A is impacted by any negotiations, appeal, stay, injunction, settlement or similar proceeding with respect to AT&T, who was a party to the above-referenced arbitrations which established such rates and services, the Parties agree that the telecommunications services still available for resale following the proceeding will be available to Reseller, effective as of the date of the order in the proceeding, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a final Commission decision in an interconnection cost docket establishes wholesale discount rates or until the proceeding impacting the rates and/or services reaches final resolution. If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up from the effective date of the Standard Rate to the effective date of the final interconnection cost docket order or to the effective date of the final resolution of the proceeding impacting the AT&T Rate.

USWC shall have a reasonable time to implement system or other changes necessary to bill any Commission ordered rates or services.

2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Reseller for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale tariff. The new rate will be effective upon Tariff effective date.
3. A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to a Reseller. Tariffed non-recurring charges will apply to new installations.
4. A Subscriber Line Charge (SLC) will continue to be paid by the Reseller without discount to USWC 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.
5. Reseller will pay to USWC the PIC change charge without discount associated with Reseller end user changes of inter-exchange or intraLATA carriers.
6. Reseller agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A as such may be amended pursuant to Section IV.E.1 (e.g., continuous redial, last call return, call back calling, call trace, etc.).

established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T Rate or the applicability of the rate to the services in Appendix A is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to Reseller, effective as of the date of the order. The AT&T Rate shall be subject to true-up to the changed rates for the period of time the AT&T Rate was in effect.

If the applicability of the wholesale discounts rates and/or services set forth in Appendix A is impacted by any negotiations, appeal, stay, injunction, settlement or similar proceeding with respect to AT&T, who was a party to the above-referenced arbitrations which established such rates and services, the Parties agree that the telecommunications services still available for resale following the proceeding will be available to Reseller, effective as of the date of the order in the proceeding, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a final Commission decision in an interconnection cost docket establishes wholesale discount rates or until the proceeding impacting the rates and/or services reaches final resolution. If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up from the effective date of the Standard Rate to the effective date of the final interconnection cost docket order or to the effective date of the final resolution of the proceeding impacting the AT&T Rate.

USWC shall have a reasonable time to implement system or other changes necessary to bill any Commission ordered rates or services.

2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Reseller for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale Tariff. The new rate will be effective upon Tariff effective date.
3. A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to a Reseller. Tariffed non-recurring charges will apply to new installations.
4. A Subscriber Line Charge (SLC) will continue to be paid by the Reseller without discount to USWC 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.
5. Reseller will pay to USWC the PIC change charge without discount associated with Reseller end user changes of inter-exchange or intraLATA carriers.
6. Reseller agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A as such may be amended pursuant to Section IV.E.1 (e.g., continuous redial, last call return, call back calling, call trace, etc.).

7. Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Reseller requests that facilities be constructed or enhanced to provide resold services, USWC will review such requests on a case-by-case basis and determine, in its sole discretion, if it is economically feasible for USWC to build or enhance facilities. If USWC decides to build or enhance the requested facilities, USWC will develop and provide to Reseller a price quote for the construction. If the quote is accepted, Reseller will be billed the quoted price and construction will commence after receipt of payment.
8. Nonrecurring charges for new installation or additions of new services to an existing account will not be discounted and will be billed at the applicable Tariff rates.
9. As part of the resold line, USWC provides and Reseller accepts, at this time, operator services, directory assistance, and IntraLATA long distance with standard USWC branding. Reseller is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of USWC. However, at the request of Reseller and where technically feasible, USWC will rebrand operator services and directory assistance in the Reseller's name, provided the costs associated with such rebranding are paid by Reseller.

F. Collateral and Training.

The Parties will jointly develop procedures regarding Reseller's use of USWC's retail product training materials. Except for any rights granted by USWC to Reseller for the use or copying of product training material, product training provided under this Agreement shall be considered "Proprietary Information" as described in Section VII. O., and shall be subject to the terms and conditions specified therein.

G. Cooperation

The Parties agree that this Agreement involves the provision of USWC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

V. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

- A. The Parties acknowledge that USWC is developing a proposal for access to its

Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders and to provide Reseller and other telecommunications carriers with electronic interfaces for pre-ordering, ordering, repair and billing functions by January 1, 1997 for Plain Old Telephone services (POTs). Subsequent phases of the plan will incorporate the capabilities to support designed services for pre-ordering, ordering and repair, which are estimated to be available between the second and third quarters of 1997. Reseller understands that USWC is proposing that these interfaces will have the necessary mediation to protect the integrity of the network and protect the privacy of customer information.

- B. The Parties further acknowledge that USWC is, or soon will be, presenting its OSS proposal to state Commissions for approval, including approval of fees or cost recovery methods that USWC may charge or use to charge Reseller in connection with the design, implementation and on-going maintenance and support of the OSS ("OSS fees"). The Parties further acknowledge that, because the OSS is still in the conceptual stage of development at the time of execution of this Agreement, USWC is unable to specify or estimate the amount of OSS fees to be charged Reseller at this time.
- C. The Parties agree that, at such time as the interfaces to USWC's OSS become operational and a state Commission approves USWC's OSS plan and establishes OSS fees or cost recovery methods, the Parties will amend this Agreement to incorporate terms and conditions regarding Reseller's access to USWC's OSS, including OSS fees, on a state-by-state basis. The Parties further agree that Reseller may terminate this Agreement if the amount of OSS fees turns out to be so excessive as to make the overall terms and conditions of this Agreement uneconomic for Reseller. In the event of such termination, Reseller shall give USWC (sixty) 60 days written notice.
- D. Prior to approval and deployment of USWC's OSS interfaces, USWC shall continue to provide all pre-ordering, ordering, repair and billing functions and services through manual procedures outlined in a separately provided Resale Resource Guide. Such manual procedures shall be available where USWC's OSS interfaces are unable to handle pre-ordering, ordering, repair and billing functions for the services available to Reseller under this Agreement.
- E. Reseller reserves the right to intervene and participate in any manner in any state Commission proceeding that addresses USWC's OSS interface proposal, including the establishment of OSS fees to the extent such participation is permitted by a Commission.

VI. DIRECTORY LISTING.

USWC will accept at no charge one primary listing for each main telephone number belonging to Reseller's end user customer based on end user information provided to USWC by Reseller. USWC will place Reseller's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and other third parties. Additional terms and conditions with respect to directory listings are described in Appendix B which by this reference is incorporated and made a part of this Agreement.

VII. GENERAL PROVISIONS

- A. Term.

This Agreement shall be effective as of October 1, 1997 for a period of two (2) years. The Parties agree to commence negotiations on a new agreement at least six months prior to the end of the term of the Agreement. This Agreement shall be effective pursuant to Sections 251 and 252 of the Act. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either a) a new agreement executed by the Parties, or b) tariff terms and conditions generally available to resellers. By mutual agreement USWC and Reseller may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such as regulators might adopt or approve.

B. Billing.

1. USWC shall bill Reseller and Reseller is responsible for all applicable charges for the resold services as provided herein. The Reseller shall also be responsible for all tariffed charges and charges separately identified in this Agreement associated with services that the Reseller resells to an end user under this Agreement.
2. USWC shall provide Reseller, on a monthly basis, within 7-10 days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples provided to Reseller for Reseller to render end user customer bills indicating all recurring and nonrecurring charges associated with each individual customer's account for the most recent billing period.

C. Payment.

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the bill date of USWC's invoice. During the initial three billing cycles of this Agreement, Reseller and USWC agree that undisputed amounts shall be paid as provided herein. Reseller and USWC further agree that, during said three billing cycle period, they will cooperate to resolve amounts in dispute or billing process issues in a timely manner but no later than sixty (60) days after the bill date of USWC's invoice or identification and notice of the billing process issue. Disputed amounts will be paid within thirty (30) days following resolution of the dispute.
2. After the three (3) month period outlined in Section C.1. above, the Reseller will pay the bill in full within 30 days after the bill date of the invoice. Billing disputes will be processed and jointly resolved within 60 days. Any disputed amounts that USWC remits to the Reseller will be credited on the next billing cycle including an interest credit of 1.5% per month compounded.
3. A late payment charge of 1.5% applies to all billed balances which are not paid by 30 days after the bill date shown on the invoice. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.

4. USWC may discontinue processing orders for the failure by Reseller to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on Reseller's bill. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
5. USWC may disconnect for the failure by Reseller to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on Reseller's bill. Reseller will pay the tariff charge required to reconnect each end user line disconnected pursuant to this paragraph. USWC agrees, however, that the application of this provision will be suspended for the first three billing cycles under this Agreement and will not apply to amounts billed during those three cycles.

USWC will not disconnect an end user without first obtaining the approval of the Commission. USWC will notify Reseller of the date of Reseller's disconnection thirty (30) days prior to the effective date of the disconnection. Reseller shall notify its end user customers that service will be disconnected on the date specified in USWC's notice to Reseller for Reseller's failure to make payments due hereunder ten (10) days prior to the effective date of Reseller's disconnection. If Reseller is granted a stay of the disconnection, then Reseller shall notify its end users that service will be disconnected ten (10) days prior to the subsequent disconnection date, if any, established by the Commission or by USWC pursuant to Commission order.

6. Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
7. USWC shall credit Reseller's account the amount due for any trouble or out-of-service conditions in the same manner that USWC credits the accounts of its own end-user customers and pursuant to any applicable provisions in USWC's tariffs. USWC shall reflect the amount of such credits on an individual customer telephone number basis in the billing information USWC provides Reseller.
8. In the event billing disputes relate to service quality issues, the dispute shall be referred to the USWC account executive assigned to Reseller who will evaluate the facts and circumstances of the service quality issues and will work with Reseller to resolve the dispute.

D. Deposit.

1. USWC may require Reseller to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing reseller 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 Service which will accrue for a two-month period.
2. When the service is terminated, or when Reseller has established satisfactory credit, the amount of the initial or additional deposit, with any interest due as set forth in applicable tariffs, will, at Reseller's option, either be credited to Reseller's account or refunded. Satisfactory credit for a reseller is defined as twelve consecutive months service as a

reseller without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment. Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or tariffs. Cash deposits and accrued interest will be credited to Resellers' account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by Reseller. The fact that a deposit has been made does not relieve Reseller from any requirements of this Agreement.

E. Taxes.

Reseller shall be responsible for the collection, payment and remittance of all federal, state or local sales, use, excise or gross receipts taxes, fees or surcharges (collectively "Taxes") imposed on or with respect to its sale of services or equipment provided under this Agreement, except those Taxes which are explicitly required by a governmental authority to be collected by USWC. Reseller shall seek sale for resale exemptions from any applicable governmental or taxing body for payment of any and all Taxes related to Reseller's purchase of services or equipment from USWC under this Agreement. Until such time as exemptions are obtained or applicable, Reseller shall pay USWC for the amount of any such Taxes that USWC is required to pay or collect. Reseller shall in no event be liable for payment of any income taxes payable by USWC.

F. Force Majeure.

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

G. 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.

H. Limitation of Liability.

Except for indemnity obligations, each Party's liability to the other for any loss related 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.

In no event shall either Party be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by such other Parties regardless of the form of action, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. Nothing contained in this Section H shall limit USWC's or Reseller's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by USWC's or Reseller'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.

I. Indemnification.

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.
2. The indemnification provided herein shall be conditioned upon:
 - a. 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.

- b. 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.
- c. 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.

J. Patents and Trademarks.

- 1. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 2. No license or affiliation.
 - a. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Reseller may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of USWC or its affiliates without execution of a separate agreement between the Parties.
 - b. Reseller shall not, without the express written permission of USWC, state or imply that: 1) Reseller is connected, or in any way affiliated with USWC or its affiliates or, 2) Reseller is part of a joint business association or any similar arrangement with USWC or its affiliates or, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying Reseller and its goods and services or, 4) the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Notwithstanding the above, Reseller may state in response to a specific customer inquiry concerning the origin of the resold services that "Reseller is reselling USWC services." No other statements may be made.
- 3. Notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, Reseller may use the phrase "(Name of Reseller) is a reseller of U S WEST Communications services" (the "Authorized Phrase") in Reseller's printed materials provided:
 - a) The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by Reseller.

- b) Reseller's use of the Authorized Phrase does not, in USWC's sole discretion, cause customers to believe that Reseller is USWC.
 - c) The Authorized Phrase, when displayed, appears only in text form (Reseller may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Reseller's name and in no even shall exceed 8 point size.
 - d) Reseller shall provide all printed materials which reference USWC to USWC for its prior written approval.
 - e) If USWC determines that Reseller's use of the Authorized Phrase causes customer confusion, USWC may in its sole discretion, immediately terminate Reseller's right to use the Authorized Phrase.
 - f) Upon termination of the Reseller's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Reseller shall immediately cease any and all such use of the Authorized Phrase. Reseller shall either promptly return to USWC or destroy all materials in its possession or control displaying the Authorized Phrase.
4. Reseller acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USWC respectively (the "Owners"). Reseller recognizes that nothing contained in this Agreement is intended as an assignment or grant to Reseller of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Reseller will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Reseller will not adopt, use (other than as authorized in Section 3 herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners; The Owners make no warranties regarding its ownership of any rights in or the validity of the Marks.
5. As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to resale and access to telecommunications facilities and services, the party providing access may require the other upon written notice, from time to time, to obtain permission for such access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

K. Warranties.

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.

L. Assignment.

If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding as Party to this Agreement. Such succession shall not relieve the original Party of the duties and obligations hereunder if the successor Party fails to perform in any respect.

M. Default.

If either Party defaults in the payment of any 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 terminate this Agreement forthwith by written instrument. 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.

N. Severability.

The Parties recognize that the FCC has promulgated rules addressing issues contained in this Agreement. To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order are deemed by the courts to be not effective, this contract shall be modified to comport with the final court decisions and subsequent FCC or state Commission decisions or rules issued to comply with the courts' decisions. If any other term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event that such invalid or unenforceable provision or provisions are essential elements of this Agreement and, in the opinion of either party, substantially impair the rights or obligations of either party, Reseller and USWC shall promptly negotiate a replacement provision or provisions. If the Parties cannot negotiate such a replacement provision or provisions, the Parties may agree to terminate the Agreement. In the event of termination as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either a) a new agreement executed by the Parties, or b) tariff terms and conditions generally available to resellers. If a) does not come about, or b) is not available, the

Agreement shall remain in effect until a replacement provision is determined through arbitration.

O. Nondisclosure.

1. All information including, but not limited to, specifications, drawings, sketches, models, tools, technical information, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party or to which one Party provides to the other Party access (such as to a database) dealing with customer specific, facility specific, or usage specific information, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential", "Proprietary", or other similar legend, or (iii) communicated orally or by visual presentation 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.
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.
3. The receiving Party acknowledges and agrees that Proprietary Information constitutes trade secrets of the disclosing Party. The receiving Party shall maintain in confidence all of the disclosing Party's Proprietary Information and shall use the disclosing Party's Proprietary Information only for performing the covenants contained, or exercising any rights granted, in this Agreement. Only the employees and agents with a need to know shall have access to the Proprietary Information and each such employee and agent shall be advised of his or her obligations under this Section O. 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.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to the extent that such Proprietary Information:
 - a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential (evidenced by written records prepared prior to delivery by the disclosing Party);
 - b. is or becomes publicly known through no wrongful act of the receiving Party;
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by receiving Party individuals who do not have access to the Proprietary Information;
 - e. is disclosed to a third person by the disclosing Party without restrictions on disclosure;
 - f. is approved for release by written authorization of the disclosing Party; or

- g. is required to be made public by the receiving Party pursuant to applicable law, regulation, or governmental order, 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 where possible.

5. USWC grants Reseller the limited, personal, nonexclusive right and license to access and use information contained in certain of USWC's databases (Directory Assistance and Operator Services databases, certain Advanced Intelligent Network databases and Operation Support System databases) but only to the extent as specifically required by the then applicable federal and state rules and regulations relating to access to and use of such databases, as they may be amended from time to time, and for no other purpose. Without limiting the generality of the foregoing, this right and license to Reseller does not include the license and right to extract or copy (including by any manual, mechanical or electronic means) or use any such database information, in whole or in part, to enhance the quality of any of Reseller's own database services or offerings, as inputs to Reseller's or other's directory assistance or directory publishing operations or for the creation of marketing databases, in the absence of USWC's prior written consent. Reseller agrees that any and all information contained in any of such USWC's databases shall be Proprietary Information subject to the terms and conditions of this section O; provided, however, that Sections 4 a, b, and c shall not apply even though the individual parts or components of the information contained in any such databases may otherwise fall within such Sections.
6. 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.
7. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered Proprietary Information by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement.

P. Survival.

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

Q. Dispute Resolution.

Except as provided by the Act, if any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the

arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of the state where the services subject to this Agreement are provided shall govern the construction and interpretation of this Agreement.

R. State Commission Arbitration Issues.

In the event Reseller and USWC are unable to agree on certain issues during negotiation, the Parties will identify such issues for arbitration before an appropriate state regulatory agency. Only those points identified by the Parties for arbitration will be submitted. All other terms on which the Parties reach agreement will be submitted for approval in their final form.

S. Governing Law.

This Agreement shall be deemed to be a contract made under and shall be construed, interpreted and enforced in accordance with the Act, where applicable, and the laws of the state of South Dakota and shall be subject to the exclusive jurisdiction of the courts in that state, unless otherwise provided by the Act.

USWC shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Reseller shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Reseller Customers contemplated by this Agreement.

T. Limitation of Action.

No arbitration demand or judicial action, regardless of form, arising out of the transaction(s) under this Agreement, whether in contract, tort, or other theory, may be brought by either party more than two (2) years after the cause of action accrues.

U. Joint Work Product.

This Agreement is the joint work product of representatives of the Parties. For convenience, it has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.

V. Notices.

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact)

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USWC

Katherine L. Fleming
Executive Director-Interconnection Services
U S WEST Communications
Interconnection Services
1801 California, Suite 2340
Denver, Colorado 80202-9184

Reseller

W. Tom Simmons
Midco Communications
410 South Phillips
Sioux Falls, SD 57104

303-896-6100 (phone)

303- 896-9022 (fax)

605-334-1200 (phone)

605-339-4419 (fax)

Each Party shall inform the other of any changes in the above addresses.

W. 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.

X. Publicity and Advertising

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

Y. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed.

Z. Most Favored Nation

The Parties agree that the provisions of Section 252(i) of the Act shall apply..

AA. 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.

BB. 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.

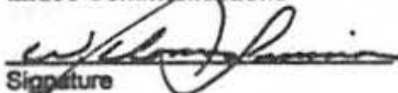
CC. Entire Agreement.

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. This Agreement shall prevail in the event of any conflict

between the "Resale Resource Guide" and the terms and conditions of this Agreement.

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

Midco Communications

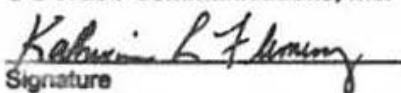

Signature

W. THOMAS SIMMONS
Name Printed/Typed

VICE PRESIDENT
Title

8/25/97
Date

U S WEST Communications, Inc.


Signature

Kathy Fleming
Name Printed/Typed

Executive Director - Interconnect
Title

August 29, 1997
Date

Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement or to reform this Agreement as a result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.

**APPENDIX A SOUTH DAKOTA
LOCAL EXCHANGE SERVICES
RESALE OF SERVICES**

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

1. Nonrecurring Charges.

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

Mediated access (OSS)	USOC	Nonrecurring Charge
• Residence		
First Line		\$12.64
Each Additional Line		\$11.16
• Business		
First Line		\$16.80
Each Additional Line		\$13.93
Non-Mediated Access (Manual)		
• Residence and Business		
First Line		\$22.20
Each Additional Line		\$16.38

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

2. The following USWC services are available for resale at the rates listed below:

Category:	Discount Rate
• Basic Exchange Business, PBX Trunks	12%
• ISDN, Frame Relay	12%
• Listings, CO Features	12%

IntraLATA toll is available for resale at the contract toll rates listed below without application of a further wholesale discount:

State:	Rate Per Minute of Use
South Dakota	.10

3. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above unless and until the state public utilities Commission in a particular state orders that wholesale discount rates are generally available to resellers with respect to these products in that state:

- | | |
|---|------------------|
| • Basic Exchange Residence Line | • Centrex |
| • Private Line | • Special Access |
| • Public Access Lines | |
| • Volume Discount and/or Term Arrangement (where contained in customer contracts or USWC tariffs) | |

4. The following services are not available for resale:

- | | |
|---|---------------------|
| • Lifeline | • Enhanced Services |
| • Concession Service | • USWC Calling Card |
| • Promotions of 90 days or less in length | |
| • Technical Trials | |
| • Grandfathered Products and Services (except to customers currently served with such services) | |

APPENDIX B DIRECTORY LISTINGS

Directory Listings

1. Scope.

- a. Reseller white pages Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of Reseller's end users in USWC's listing database, based on end user information provided to USWC by Reseller. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in 1.D.i or 1.D.ii.
- b. Reseller will provide in standard format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to Reseller's end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. Reseller will be charged for privacy listings and premium listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates minus the applicable standard resale discount in each state.
- c. USWC will furnish Reseller the Listings format specifications. USWC cannot accept Listings with advance completion dates.
- d. Reseller grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. Reseller hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

i. Treat the same as USWC's end user listings -- No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. Reseller will authorize USWC to sell and otherwise make Listings available to directory publishers including USWC's publisher affiliate for inclusion in white pages published on USWC's behalf. USWC 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.

OR:

ii. Restrict to USWC's directory assistance -- Prior authorization required by Reseller for all other uses. Reseller makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate for inclusion in white pages published on USWC's behalf), other third parties and USWC products only after third party presents proof of Reseller's authorization. USWC 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.

Reseller hereby selects Option: i or ii

e. To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section VII.G., "Limitation of Liability", of this Agreement with respect to Listings only.

2. USWC Responsibilities.

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

USWC will include Reseller's Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to Reseller's Listings.

USWC will incorporate Reseller's Listings provided to USWC in the white pages directory published on USWC's behalf in accordance with Reseller's selection under Section 1.d. above..

3. Reseller Responsibilities.

a. Reseller agrees to provide to USWC its end user names, addresses and telephone numbers in a standard format, as specified by USWC.

b. Reseller will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.

c. Reseller represents and warrants the end user information provided to USWC is accurate and correct. Reseller further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. Reseller 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 USWC the applicable Listing information.

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

- i. All end user account activity, e.g., end user queries and complaints.
- ii. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
- iii. Determining privacy requirements and accurately coding the privacy indicators for Reseller's end user information. If end user information provided by Reseller to USWC does not contain a privacy indicator, no privacy restrictions will apply.
- iv. Any additional services requested by Reseller's end users.

**FIRST AMENDMENT TO AGREEMENT FOR SERVICE RESALE (SOUTH DAKOTA)
BETWEEN MIDCO COMMUNICATIONS AND U S WEST COMMUNICATIONS, INC.**

This First Amendment ("First Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and Midco Communications ("Reseller").

RECITALS

USWC and Reseller entered into that certain Agreement for Service Resale executed by Reseller on August 25, 1997 and by USWC on August 29, 1997 (the "Agreement"); and

USWC and Reseller wish to amend the Agreement for the state of South Dakota under the terms and conditions contained herein.

AGREEMENT

In consideration of the mutual promises and advantages to the parties, the parties incorporate by reference and agree to the accuracy of the above recitals and further agree as follows:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

1.1 Section IV.E.1. (Resale Services/Rates and Charges) of the Agreement shall be deleted in its entirety and replaced with the following:

1. Resold services as listed in Appendix A are available for resale at the applicable discount percentage or rate per minute set forth in Appendix A or at the retail tariff rates for services available for resale but excluded from the wholesale pricing arrangement in this Agreement.

The discount rate set forth in Appendix A is pending before the Commission as a result of the March 20, 1997 arbitrator's decision in TC96-184, "In the Matter of the Interconnection Contract Negotiations between AT&T Communications of the Midwest, Inc. and U S WEST Communications, Inc. pursuant to 47 U.S.C. Section 252 (the "AT&T Arbitration"), which decision recommended the services which should be available for resale and a wholesale discount rate of 15.49% (the "AT&T Rate"). The Parties hereby agree that whatever services and wholesale discount rate the Commission establishes in its final decision in the AT&T Arbitration shall become effective with respect to this Agreement on a going-forward basis and without true-up to the effective date of this Agreement on the date of the Commission's decision. Appendix A will be modified to reflect such rates and services, if necessary.

If the wholesale discount rates established in the AT&T Arbitration are established as interim rates and are pending the outcome of a final Commission decision in an interconnection cost docket, such rates, as adopted in this Agreement, will be subject to true-up from the date those

rates became effective in this Agreement to the effective date of the final interconnection cost docket order.

It is the intent of the Parties that, if the AT&T Rate is changed by any negotiations, appeal, stay, injunction, settlement, or similar proceeding, the AT&T Rate made available to Reseller shall be impacted in the same way and to the same extent. If the AT&T Rate or applicability of the wholesale discount rate(s) to the services set forth in Appendix A is stayed or enjoined; the Parties agree that the telecommunications services still available for resale following the stay or injunction will be available to Reseller, effective as of the date of the stay, order or injunction, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a nonappealable order establishes a wholesale discount rate(s). If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up to the rate(s) established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T Rate or the applicability of the rate to the services in Appendix A is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to Reseller, effective as of the date of the order. The AT&T Rate shall be subject to true-up to the changed rates for the period of time the AT&T Rate was in effect.

USWC shall have a reasonable time to implement system or other changes necessary to bill any Commission ordered rates or services.

1.2 Appendix A to the Agreement shall be deleted in its entirety and replaced with Attachment 1 to this First Amendment which is attached hereto and incorporated herein and in the Agreement by this reference.

2. Effective Date.


This First Amendment shall be deemed effective upon approval by the South Dakota Public Service Commission.

3. Further Amendments.

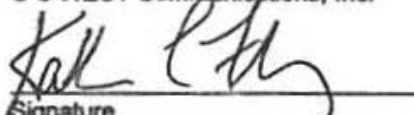
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this First Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The parties intending to be legally bound have executed this First Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Midco Communications


Signature
W. Tom Simmons
Name Printed/Typed
VICE PRESIDENT
Title
6/24/98
Date

U S WEST Communications, Inc.


Signature
Katherine L. Fleming
Name Printed/Typed
Executive Director-Interconnect
Title
7/01/98
Date

Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement or to reform this Agreement as a result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.

**Attachment 1 to First Amendment
APPENDIX A - SOUTH DAKOTA
LOCAL EXCHANGE SERVICES
RESALE OF SERVICES**

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

1. Nonrecurring Charges.

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

Mediated access (OSS)	USOC	Nonrecurring Charge
• Residence		
First Line		\$12.64
Each Additional Line		\$11.16
• Business		
First Line		\$16.80
Each Additional Line		\$13.93
Non-Mediated Access (Manual)		
• Residence and Business		
First Line		\$22.20
Each Additional Line		\$16.38

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

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

(a) The following services are not available for resale:

- Customer Premises Equipment (separately or in a package)
- Enhanced Services
- USWC Calling cards
- Inside Wire (including installation, sale or maintenance)
- Dedicated or Switched Access Service
- Promotions of less than 90 days

(b) The following services are available only to the same class of customer eligible to purchase that service from USWC:

- Grandfathered
- Residence
- Lifeline/Link-up

SDJAT&T

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 11, 1999 through March 17, 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

TELECOMMUNICATIONS

TC99-023 In the Matter of the Filing by U S WEST Communications, Inc. for Approval of an
Interconnection Agreement between Midco Communications, Inc. d.b.a Midcontinent
Communications, Inc. 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 April 7, 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: 03/16/99
Comments Due: 04/07/99

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



South Dakota Public Utilities Commission

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



March 24, 1999

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

RE: Interconnection Agreement between Midco Communications, Inc.
d.b.a. Midcontinent Communications, Inc. and U S WEST
Communications, Inc.
Docket TC99-023

Dear Mr. Bullard:

I have reviewed the above referenced agreement and am recommending its approval by the Public Utilities Commission. Although I question the applicability of language contained in Section 36.34 "Warranties" as it pertains to services which are rendered, as specified in Section 2.1, I can only assume that this language was agreed to as the result of arms length negotiations and that the parties are fully cognizant of its implications.

It should be noted that Midco has a resale agreement with U S WEST which was first approved on December 1, 1997, and an amendment was approved by the Commission on August 25, 1998. The present agreement was filed and then it was requested by the parties that the filing be withdrawn; this was done by Commission Order of February 18, 1999.

The present agreement is subject to South Dakota law and Midco does have a certificate of authority to provide local service.

Therefore, I recommend that the agreement be approved.

Very truly yours,

Camron Hoseck
Staff Attorney

cc: Mr. Harlan Best

Capitol Office
Telephone (605)773-3281
FAX (605)773-3889

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Paul Nelson
Vice-Chairman
Linda Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Helen Best
Martin C. Buttman
Sue Cichos
Karen E. Crower
Michelle M. Farris
Martine Fischbach
Shirleen Fogitt
Lewis Hammond
Lori Henly
Camron Hoseck
Lisa Hull
Dore Jacobson
Katie Johnson
Bob Kaudle
Delaine Kellso
Jeffrey P. Lamm
Cheryl Land
Terry Norman
Gregory A. Rindov
Keith Senger
Robyne Aida West

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing letter were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 24th day of March, 1999.

Mr. Todd L. Lundy
Senior Attorney
U S WEST Communications, Inc.
1801 California Street, Suite 5100
Denver, CO 80202

Ms. Colleen Sevoid
Manager - Public Policy
U S WEST Communications, Inc.
125 South Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Mr. W. Tom Simmons
Vice President and General Manager
Midco Communications, Inc.
410 South Phillips Avenue
Sioux Falls, SD 57104



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

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

IN THE MATTER OF THE FILING BY U S WEST)	ORDER APPROVING
COMMUNICATIONS, INC. FOR APPROVAL OF)	AGREEMENT
AN INTERCONNECTION AGREEMENT)	
BETWEEN MIDCO COMMUNICATIONS, INC.)	TC99-023
D.B.A. MIDCONTINENT COMMUNICATIONS,)	
INC. AND U S WEST COMMUNICATIONS, INC.)	

On March 16, 1999, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) of an interconnection agreement between Midco Communications, Inc. d.b.a Midcontinent Communications, Inc. and U S WEST.

On March 18, 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 April 7, 1999, to do so. No comments were filed. Commission staff filed a recommendation.

At its duly noticed April 26, 1999, meeting, the Commission considered whether to approve the agreement between U S WEST and Midco Communications, Inc. d.b.a Midcontinent Communications, Inc.


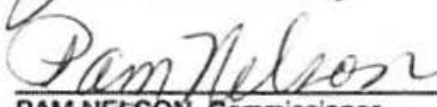
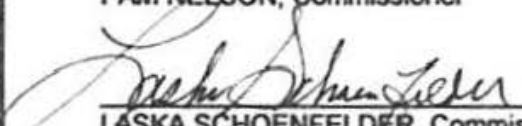
The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-81, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 5th day of May, 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 <u><i>Helene Kalbs</i></u>
Date <u>5/6/99</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

 JAMES A. BURG, Chairman
 PAM NELSON, Commissioner
 LASKA SCHOENFELDER, Commissioner

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
Phone 303 672-5871
Facsimile 303 295-7009

Alex M. Duarte
Senior Attorney

VIA OVERNIGHT DELIVERY



RECEIVED

MAY - 3 2000

April 26, 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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 MIDCO Communications, Inc. dba MidContinent Communications, Inc. 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 MIDCO Communications, Inc. dba MidContinent Communications, Inc. ("MIDCO") for approval by the Commission. MIDCO and U S WEST entered into the Interconnection Agreement which was approved by the South Dakota Commission effective May 5, 1999, in Docket No. TC99-023. This First Amendment will replace Section 32.2, from 32.2.1 through and including 32.2.1.10 with regards to Unbundled Local Loops.

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 MIDCO to remain in the local exchange market and provide customers with increased choices among local exchange services.



MIDCO has authorized U S WEST to submit this Agreement on MIDCO's behalf.

Very truly yours,



Andy Martin

Enclosures

cc:

W. Tom Simmons
Vice President of Commercial Services
410 S. Phillips Avenue
Sioux Falls, South Dakota 57104-4419

Colleen Sevoid
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, South Dakota 57194

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

**Amendment No. 1 to the Interconnection Agreement
Between
MIDCO Communications, Inc. d.b.a. MidContinent Communications, Inc.
and
U S WEST Communications, Inc.**

This Amendment No. 1 ("Amendment") is made and entered into by and between MIDCO Communications, Inc. d.b.a. MidContinent Communications, Inc. ("MIDCO") and U S WEST Communications, Inc. ("USWC").

RECITALS

MIDCO and USWC entered into that certain Interconnection Agreement for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission on May 5, 1999 (the "Agreement"); and

MIDCO and USWC wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows:

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Section 32.2, from 32.2.1 through and including 32.2.1.10, Unbundled Local Loops, is deleted in its entirety and replaced with a new Section 32.2, Unbundled Local Loops, as follows:

32.2 Description of Unbundled Elements

32.2.1. Unbundled Loops

32.2.1.1 Description. U S WEST offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, U S WEST's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

32.2.1.2 Terms and Conditions

32.2.1.2.1 U S WEST shall provide to CLEC on a nondiscriminatory basis Unbundled Loops of substantially the same quality as the loop that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

32.2.1.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, 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, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

32.2.1.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by the CLEC, if necessary, as determined by U S WEST.

32.2.1.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, U S WEST will contact CLEC to determine if CLEC wishes to have U S WEST unload a Loop. If the response is affirmative, U S WEST will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a U S WEST technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If U S WEST uses Integrated Digital Loop

Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

32.2.1.2.5 When CLEC requests a Basic Rate ISDN capable Loop, U S WEST will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Exhibit A to this Amendment, attached hereto and incorporated herein. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

32.2.1.2.6 When CLEC requests a DS1 or DS3 Capable Loop, U S WEST will provide access to the existing electronics at both ends including any intermediate repeaters.

32.2.1.2.7 U S WEST is not obligated to provision BRI-ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within U S WEST facilities, U S WEST may control the use of certain cables for spectrum management considerations.

32.2.1.2.8 When a CLEC requests an ADSL Qualified Loop, U S WEST will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

32.2.1.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A.

32.2.1.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing U S WEST or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. U S WEST disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. U S WEST will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A.

32.2.1.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, U S WEST will complete the circuit wiring per the WORD document and/or the service order. U S WEST will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by U S WEST. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A.

32.2.1.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing U S WEST or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. U S WEST will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A.

The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**

No, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

- **2-Wire and 4-Wire Non-Loaded Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- **Basic Rate ISDN Capable Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

- **DS1 Capable Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

- **DS3 Capable Loops**

Continuity Testing

- **ADSL Qualified Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

32.2.1.2.9.4 Coordinated Installation without Testing for Existing Service.:

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing U S WEST or other CLEC end user changing to CLEC, this option requires a procedure in which U S WEST disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time,

32.2.1.2.13 Facilities and lines furnished by U S WEST on the premises of CLEC's end user up to and including 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 such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.

32.2.1.2.14 Unbundled Loops include the facilities between the U S WEST distribution frame up to and including U S WEST's NID located at CLEC's end user premises.

32.2.1.2.15 When requested by U S WEST, a CLEC must submit a disconnect order to U S WEST on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by U S WEST or another CLEC to provide service to that end-user location.

32.2.1.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A.

U S WEST will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, U S WEST will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A.

32.2.1.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in this Agreement.

32.2.1.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. 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 CLEC'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 Unbundled Loops, ancillary and finished services 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 the Notices Section of this Agreement.

32.2.1.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, U S WEST will honor the direction of the end user.

(a) If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A \$100 charge will also be billed to CLEC.

(b) If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with the CLEC's order, the end user's service will be reconnected to the original local service provider.

32.2.1.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Basic Rate ISDN and DS1 unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

32.2.1.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

32.2.1.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

- a) Installation charges;
- b) Conditioning charge.

32.2.1.4 **Ordering Process**

32.2.1.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section 6 of this Agreement.

32.2.1.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

32.2.1.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

32.2.1.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when US WEST receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

32.2.1.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

32.2.1.4.6 The following service intervals have been established for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

32.2.1.4.7 The following service intervals have been established for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops.

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

32.2.1.4.8 The following service intervals have been established for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

32.2.1.4.9 CLEC can request access to existing fiber and other high capacity loops through the BFR process.

32.2.4.4.10 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

32.2.1.5 Maintenance and Repair

32.2.1.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to U S WEST. U S WEST will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in U S WEST's network, CLEC shall be assessed the applicable time and materials charges.

32.2.1.5.2 U S WEST will perform tests to isolate the service trouble. If no trouble is found, U S WEST will notify CLEC. If the trouble is isolated to the Central Office, or a U S WEST facility, U S WEST will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, U S WEST will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

32.2.1.5.3 When combining separately ordered elements or an element to collocated equipment, the CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If U S WEST performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in U S WEST's facilities, a trouble isolation charge shall apply. Maintenance and Repair processes are contained in Section 20 of this Agreement.

Midco Communications, Inc.
d.b.a MidContinent Communications,
Inc.

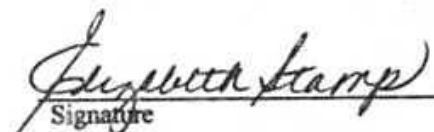

Signature

W. Tom Simmons
Name Printed/Typed

Vice President
Title

4/1/00
Date

U S WEST Communications, Inc.


Signature

Elizabeth Stamp
Name Printed/Typed

Executive Director - Interconnect
Title

04/13/00
Date

SOUTH DAKOTA UNBUNDLED LOOP RATES

UNBUNDLED LOOPS	RECURRING RATES	NON-RECURRING RATES
- Analog Loops		
- 2-wire LIS-Link	\$ 21.09	N/A
- 4-wire LIS-Link	\$ 39.34	N/A
- Non-loaded Loops		
- 2-wire Non-loaded Loops	\$ 26.14	N/A
- 4-wire Non-loaded Loops	\$ 49.35	N/A
-Cable Unloading and Bridge Tap Removal*	N/A	\$ 58.50
* This charge applies only when loop unloading is necessary		
- Digital Capable Loops		
- Basic rate ISDN capable Loop	\$ 26.14	N/A
- DS1 capable Loop	\$ 96.87	N/A
- Regeneration		
- DS1	\$ 12.21	N/A
- ADSL Qualified	\$26.14	N/A
- Extension Technology	\$ 21.49	N/A
- Loop Installation Charges		
- Basic Installation		
- Analog Loop	N/A	\$ 106.29
- Each Additional Analog Loop (same location, same order)	N/A	\$ 58.44
- Basic Installation w/ Performance Testing		
- First Loop	N/A	\$ 170.79
- Each additional Loop (same location, same order)	N/A	\$ 86.61
- Coordinated Installation w/ Cooperative Testing		
- First Loop	N/A	\$ 218.00
- Each additional Loop (same location, same order)	N/A	\$ 133.81
- Coordinated Installation w/o Cooperative Testing		
- First Loop	N/A	\$ 117.19
- Each additional Loop (same location, same order)	N/A	\$ 59.60
- NID (Network Interface Device)	N/A	\$ 58.58

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 Breuer, 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 Cremer
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 Docketed: 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

TC99-007 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 Connect!.

A first amendment to an interconnection agreement between U S WEST Communications and CCCSD, Inc. dba Connect! has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket

TC99-007 and was effective August 26, 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

TC00-076 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

TC00-077 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

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 Forney
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

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

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

IN THE MATTER OF THE FILING FOR) APPROVAL OF A FIRST AMENDMENT TO AN) INTERCONNECTION AGREEMENT BETWEEN) U S WEST COMMUNICATIONS, INC. AND) MIDCO COMMUNICATIONS, INC. D.B.A.) MIDCONTINENT COMMUNICATIONS, INC.))))))))	ORDER APPROVING FIRST AMENDMENT TO AGREEMENT TC99-023
--	---------------------------------	--

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 MIDCO Communications, Inc. d.b.a. MidContinent Communications, Inc. (Midco) and U S WEST. The first amendment replaces Section 32.2 from 32.2.1 through and including 32.2.1.10 with regard to unbundled local loops.

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 Midco. 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: William Kelbo

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