

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.
ATTORNEYS AT LAW

Jeremiah D. Murphy
Russell R. Greenfield
Gary J. Pashby
Vance R.C. Goldammer
Thomas J. Welk
Terry N. Prendergast
James E. McMahon
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sualbeck
Carolyn A. Thompson
Lisa Hansen Marso

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424 Direct Dial 605-731-2208
Facsimile 605 334-0618 tjwelk@boycemurphy.com

Farnsworth A. Wilson
Jeffrey L. Zappier
OF Counsel
John R. McElvaine

J.W. Burrell (1994-1995)
John S. Murphy (1992-1993)

April 13, 2001

1 of 2

Debra Elofson, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Resale Interconnection Agreement between American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Resale Agreement between American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service ("American") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to American for the provision of local exchange services.

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

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 the rules of the Federal Communications Commission. Expedient approval of this Agreement will enable American to enter the local exchange market and provide customers with increased choices among local exchange services.

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

Sincerely yours,

BOYCE, MURPHY, McDOWELL
& GREENFIELD, L.L.P.



Thomas J. Welk

RECEIVED

APR 18 2001

TJW/vjj

Enclosures

cc: Paul T. Wright, American Prepaid Telephone Service (w/o enclosure)
Ms. Colleen Sevoid
Ms. Cheryl Moore (w/o enclosure)

2866 Johnson Ferry Road
Ste 250
Marietta, GA 30062
Ph: 404-585-0299

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

TC01-042

RESALE
AGREEMENT
BETWEEN

Qwest Corporation (f.d.b.a. U S WEST COMMUNICATIONS, INC.)

AND

American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone
Service

FOR THE STATE OF
SOUTH DAKOTA

March 15, 2001

RECEIVED

APR 16 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

TABLE OF CONTENTS

PART A - GENERAL TERMS 1

SECTION 1.0 - SCOPE OF AGREEMENT 1

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION..... 3

SECTION 3.0 - IMPLEMENTATION SCHEDULE 4

SECTION 4.0 - DEFINITIONS 5

SECTION 5.0 - TERMS AND CONDITIONS 7

 5.1 GENERAL PROVISIONS 7

 5.2 TERM OF AGREEMENT 7

 5.3 PROOF OF AUTHORIZATION 7

 5.4 PAYMENT 8

 5.5 TAXES 9

 5.6 FORCE MAJEURE 10

 5.7 LIMITATION OF LIABILITY 10

 5.8 INDEMNITY 11

 5.9 INTELLECTUAL PROPERTY 12

 5.10 WARRANTIES 14

 5.11 ASSIGNMENT 14

 5.12 DEFAULT 14

 5.13 DISCLAIMER OF AGENCY 15

 5.14 SEVERABILITY 15

 5.15 NONDISCLOSURE 15

 5.16 SURVIVAL 16

 5.17 DISPUTE RESOLUTION 17

 5.18 CONTROLLING LAW 18

 5.19 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 18

 5.20 NOTICES 19

 5.21 RESPONSIBILITY OF EACH PARTY 19

 5.22 NO THIRD PARTY BENEFICIARIES 19

 5.23 REFERENCED DOCUMENTS 19

 5.24 PUBLICITY 19

 5.25 AMENDMENT 19

 5.26 HEADINGS OF NO FORCE OR EFFECT 20

 5.27 REGULATORY APPROVAL 20

 5.28 EXECUTED IN COUNTERPARTS 20

 5.29 COMPLIANCE 20

 5.30 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 20

 5.31 COOPERATION 20

 5.32 ENTIRE AGREEMENT 21

 5.33 PICK AND CHOOSE 21

SECTION 6.0 – RESALE 22

 6.1 DESCRIPTION 22

 6.2 TERMS AND CONDITIONS 22

 6.3 RATES AND CHARGES 23

 6.4 ORDERING PROCESS 27

 6.5 BILLING 28

6.6 MAINTENANCE AND REPAIR..... 28

SECTION 7.0 – RESERVED FOR FUTURE USE 29

SECTION 8.0 – WHITE PAGES DIRECTORY LISTINGS 30

SECTION 9.0 - NETWORK SECURITY..... 34

9.1 PROTECTION OF SERVICE AND PROPERTY 34

9.2 REVENUE PROTECTION..... 34

9.3 LAW ENFORCEMENT INTERFACE..... 35

SECTION 10.0 - SUPPORT FUNCTIONS: OPERATIONAL SUPPORT SYSTEMS (OSS) AND MAINTENANCE AND REPAIR 36

10.1 DESCRIPTION 36

10.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING 36

10.3 MAINTENANCE AND REPAIR..... 44

SECTION 11.0 - QWEST DEX 50

SECTION 12.0 - SERVICE PERFORMANCE..... 51

SECTION 13 - SIGNATURE..... 52

EXHIBIT A - SOUTH DAKOTA RATES 54

PART A - GENERAL TERMS

This Resale Agreement is between American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service ("RESELLER"), a Georgia Limited Liability Company corporation and Qwest Corporation (f.d.b.a. U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation.

Section 1.0 - SCOPE OF AGREEMENT

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

1.2 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide services for resale to RESELLER, all for the sole purpose of providing Telecommunications Services.

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

1.4 This Agreement is structured in the following format:

- Section 1 - General Terms
- Section 2 – Interpretation and Construction
- Section 3 – Implementation Schedule
- Section 4 - Definitions
- Section 5 – Terms and Conditions
- Section 6 - --Resale
- Section 7 – Reserved for Future Use
- Section 8 – White Pages Directory Listings
- Section 9 - Network Security
- Section 10 – Access to Operational Support Systems
- Section 11 – Qwest Dex
- Section 12 – Service Performance
- Section 13 – Signature Page
- Exhibit A - Rates

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

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

1.6 Qwest and RESELLER mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

Section 3.0 - IMPLEMENTATION SCHEDULE

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

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

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

Section 4.0 - DEFINITIONS

- 4.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the South Dakota Public [Service] [Utilities] Commission.
- 4.2 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 4.3 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- 4.4 "Commission" means the South Dakota Public [Utilities][Service] Commission.
- 4.5 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve end user interaction with stored information.
- 4.6 "Interconnect & Resale Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Web site: <http://www.uswest.com/carrier/guides/interconnect/>
- 4.7 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.
- 4.8 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by Qwest's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.
- 4.9 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.
- 4.10 "Party" means either Qwest or RESELLER and "Parties" means Qwest and RESELLER.
- 4.11 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local

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

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

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

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

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

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

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

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two years and shall terminate on June 15, 2003.

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

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

5.3 Proof of Authorization

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

5.3.1.1 The end user's written Letter of Authorization.

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

5.3.1.3 The end user's oral authorization verified by an independent third party (with third party verification as POA). The Parties shall make POAs available to each other upon request, in accordance with applicable laws and rules. A charge of \$100.00 will be assessed if the POA cannot be provided supporting the change in service

provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

5.4 Payment

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Taxes

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

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

5.6 Force Majeure

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

5.7 Limitation of Liability

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

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

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

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

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

5.7.6 RESELLER is liable for all fraud associated with service to its end-users and accounts. Qwest 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 Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to RESELLER's accounts, Qwest will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

5.8 Indemnity

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

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

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

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

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

5.8.2 The indemnification provided herein shall be conditioned upon:

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

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

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

5.9 Intellectual Property

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

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

5.9.3 To the extent required under applicable federal and state rules and law, the Party providing access shall use its best efforts to obtain from its vendors the right to use any applicable licenses for intellectual property as necessary for the other Party to use such facilities and services as contemplated hereunder.

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

5.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates;

3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

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

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

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

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

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

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

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

5.9.7 RESELLER acknowledges the value of the marks "Qwest" "U S WEST" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the "Owner"). 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 Owner. RESELLER will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

5.10 Warranties

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

5.11 Assignment

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

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

5.12 Default

5.12.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.13 Disclaimer of Agency

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

5.14 Severability

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

5.15 Nondisclosure

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

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

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

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

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

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

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

5.16 Survival

5.16.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two year term, and any obligation of a Party under the provisions regarding

indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.17 Dispute Resolution

5.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

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

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

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

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

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

5.18 Controlling Law

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

5.19 Responsibility for Environmental Contamination

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

5.20 Notices

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

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation
Corporate Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

and to RESELLER at the address shown below:
American Prepaid Telephone Service LLC
Paul Troy Wright
2866 Johnson Ferry Road, Suite 250
Marietta, GA 30062-5635
Phone: 678-585-9898
Fax: 678-585-0299

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

5.21 Responsibility of Each Party

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

5.22 No Third Party Beneficiaries

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

5.23 Referenced Documents

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

5.24 Publicity

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

5.25 Amendment

5.25.1 RESELLER and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly

and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

5.26 Headings of No Force or Effect

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

5.27 Regulatory Approval

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

5.28 Executed in Counterparts

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

5.29 Compliance

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

5.30 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.31 Cooperation

5.31.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance,

provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in the Access to Operational Support Systems (OSS) section of this Agreement.

5.12 Entire Agreement

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

5.13 Pick and Choose

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

Section 6.0 – RESALE

6.1 Description

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

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

6.2 Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.9 If Qwest provides and RESELLER accepts operator services, directory assistance service, or intraLATA long distance service as a part of the basic exchange resold line, it will be offered with standard Qwest 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 Qwest. However, at the request of RESELLER and where

technically feasible, Qwest will brand operator services and directory assistance service in RESELLER's name.

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

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

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

6.2.13 RESELLER is liable for all fraud associated with service to its end-users and accounts. Qwest 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 Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to RESELLER's accounts, Qwest will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

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

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

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

6.3 Rates and Charges

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

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

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

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

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

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

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

6.3.8 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate. If the Commission, through a cost proceeding, establishes wholesale discount rates and other resale charges to be made generally available to Resellers or establishes a resale Tariff, the Parties agree that they will revise Exhibit A to incorporate the Commission ordered wholesale discount rates and/or other resale charges into this Agreement effective on the date ordered by the Commission.

6.3.9 Qwest shall have a reasonable time to implement system or other changes necessary to bill the Commission-ordered rates or charges.

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

6.4 Ordering Process

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

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

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

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

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

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

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

6.4.8 Due date intervals are established when service requests are made through the Interconnect Mediated Access ("IMA") and Electronic Data Interchange ("EDI") interface or

through facsimile. Intervals provided to RESELLER shall be equivalent to due dates Qwest provides end user.

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

6.4.10 Qwest will provide completion notification that is equal to that provided to Qwest end users.

6.4.11 Qwest will provide Design Layout Records when requested under terms and conditions consistent with Qwest end users.

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

6.5 Billing

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

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

6.6 Maintenance and Repair

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

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

Section 7.0 – RESERVED FOR FUTURE USE

Section 8.0 – WHITE PAGES DIRECTORY LISTINGS

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

8.1.2 Terms and Conditions

8.1.2.1 RESELLER will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to RESELLER's end users.

8.1.2.2 RESELLER will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

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

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

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

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

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

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

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

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

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

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

8.1.2.13 RESELLER shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. RESELLER further represents that it shall review all listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions, and warrants the end user information provided to Qwest is accurate and correct.

8.1.2.14 RESELLER shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

8.1.2.15 RESELLER agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

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

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

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

8.1.2.19 Qwest will provide RESELLER a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

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

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

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

8.1.2.21.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

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

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

8.1.2.22 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of local exchange service on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms and conditions to RESELLER upon request for the purpose of publishing directories in any format. Upon request by RESELLER, Qwest shall enter into negotiations with RESELLER for RESELLER's use of subscriber list information for purposes other than publishing directories, and Qwest and RESELLER will enter into a written contract if agreement is reached for such use.

8.1.2.22.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to RESELLER are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its retail end user listing information provided to RESELLER including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

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

8.1.2.24 Qwest further agrees that any arrangements for the publication of white pages directory listings with an Affiliate shall require such Affiliate to include in the customer guide pages of the white pages directory, a notice that end users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

8.1.2.25 Qwest agrees that any arrangement with an Affiliate for the publication of white pages directory listings shall require such Affiliate to provide RESELLER space in the customer guide pages of the white pages directory for the purpose of notifying

customers how to reach RESELLER to (1) request service, (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

8.1.3 Ordering Process

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

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

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

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

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

Section 9.0 - NETWORK SECURITY

9.1 Protection of Service and Property

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

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

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

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

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

9.1.6 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

9.1.7 RESELLER will train its employees, agents and vendors on Qwest security policies and guidelines.

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

9.2 Revenue Protection

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

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

9.3 Law Enforcement Interface

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

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

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

Section 10.0 - SUPPORT FUNCTIONS: OPERATIONAL SUPPORT SYSTEMS (OSS) AND MAINTENANCE AND REPAIR

10.1 Description

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

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

10.1.3 Qwest shall provide maintenance and repair consistent with the provisions of this Section.

10.2 OSS Support for Pre-Ordering, Ordering and Provisioning

10.2.1 Local Service Request (LSR) Ordering Process

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

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

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

10.2.1.4 Functions

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

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

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

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

10.2.1.5 Forecast of Usage

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

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

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

10.2.1.6 Facility Based EDI Listing Process

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

10.2.2 Maintenance and Repair

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

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

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

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

10.2.2.5 Functions

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

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

10.2.3 Hours of Operation

10.2.3.1 Qwest's electronic interface gateways will be available to RESELLERs as published in the IMA User's Guide located at:

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

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

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

10.2.4 Billing

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

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

10.2.5 Outputs

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

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

10.2.5.1 Bills

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

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

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

10.2.5.2 Files and Reports

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

a) Resale

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

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

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

a) Resale

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

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

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

a) Resale

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

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

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

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

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

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

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

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

10.2.6 Modifications to OSS Interfaces

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

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

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

10.2.7 RESELLER Responsibilities for Implementation of OSS Interfaces

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

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

10.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

10.2.8.2 Qwest will provide written notice to RESELLER of the need to migrate to a new release.

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

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

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

10.2.9 RESELLER Responsibilities for On-going Support for OSS Interfaces

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

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

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

10.2.9.4 If RESELLER is using the IMA EDI interface, RESELLER must work with Qwest to certify the business scenarios that RESELLER will be using in order to ensure successful transaction processing. Qwest and RESELLER shall mutually agree to the business scenarios for which RESELLER requires certification. Certification is granted only for a specific release of the IMA EDI interface.

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

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

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

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

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

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

10.2.10 RESELLER Support

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

10.2.10.2 CLEC Help Desk

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

10.2.10.2.1.1 Connectivity covers trouble with RESELLER's access to the Qwest system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

10.2.10.2.1.2 System Availability covers system errors generated during an attempt by RESELLER to place orders or open trouble

reports through IMA EDI and IMA GUI. These system errors are limited to: POTS and Repair.

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

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

10.2.11 Compensation/Cost Recovery

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

10.3 Maintenance and Repair

10.3.1 Service Levels

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

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

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

10.3.2 Branding

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

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

10.3.3 Service Interruptions

10.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its

affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

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

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

10.3.4 Trouble Isolation

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

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

10.3.5 Inside Wire Maintenance

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

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

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

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

10.3.7 Workcenter Interfaces

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

10.3.8 Misdirected Repair Calls

10.3.8.1 RESELLER and Qwest will employ the following procedures for handling misdirected repair calls:

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

10.3.8.1.2 End users of RESELLER shall be instructed to report all cases of trouble to RESELLER. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

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

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

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

10.3.9 Major Outages/Restoral/Notification

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

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

10.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

10.3.10 Protective Maintenance

10.3.10.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

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

10.3.11 Hours of Coverage

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

10.3.12 Escalations

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

10.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

10.3.13 Dispatch

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

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

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

10.3.13.4 RESELLER shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

10.3.14 Electronic Reporting

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

10.3.15 Intervals/Parity

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

10.3.16 Jeopardy Management

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

10.3.17 Trouble Screening

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

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

10.3.18 Maintenance Standards

10.3.18.1 Qwest will cooperate with RESELLER to meet the maintenance standards outlined in this Agreement.

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

10.3.19 End User Interfaces

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

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

10.3.20 Repair Call Handling

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

10.3.21 Single Point of Contact

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

10.3.22 Network Information

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

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

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

10.3.22.4 ICONN is updated every two weeks.

10.3.23 Maintenance Windows

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

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

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

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

Section 11.0 - Qwest Dex

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

Section 12.0 - SERVICE PERFORMANCE

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

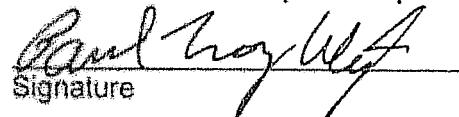
SECTION 13 - SIGNATURE

Entire Agreement

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

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

American Prepaid Telephone Svc
dba South Dakota Prepaid Telephone Svc

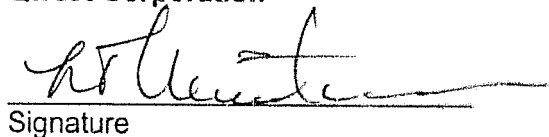

Signature

PAUL TROY WRIGHT
Name Printed/Typed

CEO
Title

3/20/01
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

4/2/01
Date

Exhibit A
Oregon Rates

**EXHIBIT A - SOUTH DAKOTA RATES
LOCAL EXCHANGE SERVICES RESALE OF SERVICES**

Note: Replace existing sections with the following:

- 6.3.8 The wholesale discount rates in Part E established in the South Dakota March 20, 1997 arbitrator's decision in TC96-184, "In the Matter of AT&T Communications of the Midwest, Inc. and U S WEST Communications, Inc., for Arbitration of the Interconnection Rates, Terms and Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996", (the "AT&T Arbitration") are interim rates and are pending the outcome of a final Commission decision in an interconnection cost docket. Such rates, as adopted in this Agreement, will be subject to true-up from the date those rates became effective in this Agreement to the effective date of the final interconnection cost docket order. Notwithstanding this true-up obligation, the Parties agree that rates in this Agreement will remain in effect as described below until the exhaustion of all appeals of the final order in the interconnection cost docket.
- 6.3.9 The Parties intend that, if the AT&T rates or the services in the AT&T Arbitration are changed by any negotiations, appeal, stay, injunction, settlement, or similar proceeding with respect to AT&T, those rates and services, if they have been adopted into this Agreement, shall be changed in this Agreement to the same extent as the rates and services in the AT&T Arbitration. Notwithstanding the above, the Parties agree that in the event a stay or injunction is granted with respect to the implementation of the services and rates in the AT&T Arbitration, the Parties agree that the telecommunications services still available for resale following the stay or injunction will be available to RESELLER, effective as of the date of the stay order or injunction, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a nonappealable order establishes a wholesale discount rate(s). If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up to the rate(s) established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T rates or the applicability of the rate to the services in Part E is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to RESELLER, effective as of the date of the order. The AT&T rate shall be subject to true-up to the changed rates for the period of time the AT&T rate was in effect. Notwithstanding the above, no true-up of either the Standard Rate or the AT&T rate will occur unless ordered as a part of the nonappealable administrative or judicial order.

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 Qwest account to a RESELLER account or when changing an end user from one reseller to another.

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

b. **Product Specific Nonrecurring Charge:** As set forth in Qwest 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 Qwest telecommunications services, including IntraLATA Toll, shall be available for resale at a 15.49% discount.

a. The following services are not available for resale:

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

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

- * Grandfathered
- * Residence
- * Lifeline/Link-up

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

- * Public Access Lines
- * Private Line Used For Special Access

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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 12, 2001 through April 18, 2001

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

TC01-040 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Touch America Services, Inc. to Touch America, Inc.

Touch America Services, Inc. seeks approval to transfer its Certificate of Authority to provide non-dominant competitive resold and facilities-based interexchange telecommunications services and alternative operator services to its indirect parent Touch America. Touch America Services has also given notice to the Commission of the proposed pro forma assignment of interexchange assets from Touch America Services to Touch America. Touch America Services is requesting that the Commission grant a waiver of Administrative Rules of South Dakota Chapter 20:10:34:02.01 governing unauthorized changes in carriers.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 04/12/01
Intervention Deadline: 05/04/01

TC01-041 In the Matter of the Application of Custom Teleconnect, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Custom Teleconnect, Inc. (Teleconnect) is seeking a Certificate of Authority to provide interexchange telecommunications services throughout South Dakota. Teleconnect intends to offer both inbound and outbound intraLATA and interLATA intraState interexchange services and operator services to aggregators of pay telephones and hospitality locations.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 04/13/01
Intervention Deadline: 05/04/01

TC01-042 In the Matter of the Filing for Approval of a Resale Agreement between Qwest Corporation and American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service.

On April 16, 2001, a Resale Agreement between Qwest Corporation (Qwest) and American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service was filed with the Commission for approval. According to the parties the agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to South Dakota Prepaid Telephone Service for the provision of local exchange services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 7, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 04/16/01
Initial Comments Due: 05/07/01

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

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR) ORDER DISAPPROVING
APPROVAL OF A RESALE AGREEMENT) AGREEMENT
BETWEEN QWEST CORPORATION AND)
AMERICAN PREPAID TELEPHONE SERVICE,) TC01-042
LLC D/B/A SOUTH DAKOTA PREPAID)
TELEPHONE SERVICE)

On April 16, 2001, the South Dakota Public Utilities Commission (Commission) received a filing from Qwest Corporation (Qwest) for approval of a negotiated resale agreement between Qwest and American Prepaid Telephone Service, LLC d/b/a South Dakota Prepaid Telephone Service (American) pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

On April 19, 2001, 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 May 7, 2001, to do so. No comments were filed.

At its duly noticed July 10, 2001, meeting, the Commission considered whether to approve the resale agreement between U S WEST and American. Commission Staff recommended not approving the agreement as American did not have a certificate of authority to provide local service in South Dakota.

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

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

Dated at Pierre, South Dakota, this 12th day of July, 2001.

| 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>Alicia Kees</u> |
| Date | <u>7/13/01</u> |
| (OFFICIAL SEAL) | |

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner