

**INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

NETWORK ACCESS SOLUTIONS CORPORATION

FOR

NEBRASKA

TABLE OF CONTENTS

1. RECITALS	7
2. SCOPE OF AGREEMENT	7
3. DEFINITIONS	8
4. RATES AND CHARGES GENERALLY	13
5. RECIPROCAL TRAFFIC EXCHANGE	13
5.1 Scope	13
5.2 Traffic Types	13
5.3 Types of Exchanged Traffic	14
5.4 Rate Structure	16
5.5 LIS Interface Code Availability And Optional Features	18
5.6 Measuring Local Interconnection Minutes	19
5.7 Testing	19
5.8 Ordering	20
5.9 Billing Arrangements	21
5.10 Mileage Measurement	22
5.11 Construction Charges	22
6. INTERCONNECTION	22
6.1 Definition	22
6.2 Mid-Span Meet POI	22
6.3 Collocation	23
6.4 Entrance Facility	23

TABLE OF CONTENTS

6.5 Quality of Interconnection.....	23
6.6 Points of Interface (POI).....	23
6.7 Trunking Requirements.....	23
6.8 Interconnection Forecasting.....	25
6.9 Service Interruptions.....	26
7. COLLOCATION	27
8. UNBUNDLED ACCESS/ELEMENTS.....	43
8.1 General Terms.....	43
8.2 Description of Unbundled Elements.....	44
9. ANCILLARY SERVICES AND ARRANGEMENTS	64
9.1 Signaling Access to Call-Related Databases.....	64
9.2 Interim Number Portability	65
9.3 911/E-911 Service.....	70
9.4 Directory Assistance	73
9.5 White Pages Directory Listings	73
9.6 Busy Line Verify and Busy Line Interrupt Services	76
9.7 Toll and Assistance Operator Services	76
9.8 Interconnection to Line Information Data Base (LIDB).....	78
9.9 Access to Poles, Ducts, Conduits, and Rights of Way.....	79
9.10 Miscellaneous Ancillary Services.....	79
11. RESALE	93
11.1 Description.....	93
11.2 Scope.....	93

TABLE OF CONTENTS

11.3	Ordering and Maintenance.....	94
11.4	NAS Responsibilities.....	96
11.5	Rates and Charges	97
11.6	Collateral and Training.....	99
11.7	Directory Listings	99
11.8	Billing.....	100
11.9	Deposit.....	100
11.10	Payment.....	100
12.	ACCESS TO TELEPHONE NUMBERS	102
12.1	Number Resources Arrangements.....	102
13.	DIALING PARITY.....	103
14.	U S WEST DEX ISSUES.....	103
15.	ACCESS TO DATABASES	103
16.	NOTICE OF CHANGES.....	103
17.	REFERRAL ANNOUNCEMENT	103
18.	COORDINATED REPAIR CALLS.....	104
19.	BONA FIDE REQUEST PROCESS.....	104
20.	AUDIT PROCESS	106
21.	AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES	107
22.	LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING.....	108
23.	CONSTRUCTION CHARGES.....	109

TABLE OF CONTENTS

24. SERVICE PERFORMANCE RESULTS.....	110
25. IMPLEMENTATION SCHEDULE	113
26. MISCELLANEOUS TERMS	113
26.1 General Provisions.....	113
26.2 Term of Agreement.....	114
26.3 Letter of Authorization	114
26.4 Payment.....	115
26.5 Taxes	115
26.6 Force Majeure.....	116
26.7 Limitation of Liability.....	116
26.8 Indemnity	117
26.9 Intellectual Property	117
26.10 Warranties	120
26.11 Assignment.....	120
26.12 Default	120
26.13 Disclaimer of Agency.....	120
26.14 Severability.....	121
26.15 Nondisclosure.....	121
26.16 Survival	122
26.17 Dispute Resolution	122
26.18 Controlling Law.....	123
26.19 Joint Work Product.....	123
26.20 Responsibility for Environmental Contamination.....	123

TABLE OF CONTENTS

26.21 Notices	124
26.22 Responsibility of Each Party	124
26.23 No Third Party Beneficiaries.....	125
26.24 Referenced Documents.....	125
26.25 Publicity and Advertising	125
26.26 Amendment.....	125
26.27 Executed in Counterparts	125
26.28 Headings of No Force or Effect	125
26.29 Cancellation Charges.....	126
26.30 Regulatory Approval.....	126
26.31 Compliance	126
26.32 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")	126
26.33 Cooperation	126
26.34 Entire Agreement.....	126
APPENDIX A	129

INTERCONNECTION AGREEMENT

This Interconnection Agreement is between Network Access Solutions Corporation ("NAS"), a Delaware corporation and US WEST Communications, Inc. ("USWC"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement ("Agreement"), NAS, a Competitive Local Exchange Carrier and USWC (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Nebraska. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the Nebraska Public Service Commission. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 1.2 The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain unbundled network elements, ancillary functions and additional features to NAS (hereinafter collectively referred to as "Network Elements"). The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between USWC and NAS for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying Appendices.
- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further

negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

3. DEFINITIONS

- 3.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between NAS and USWC for Local Interconnection Service.
- 3.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).
- 3.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 3.4 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 3.5 "Basic Exchange Switched Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.
- 3.6 "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 statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- 3.7 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- 3.8 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- 3.9 "Central Office Switch" means a switch used to provide telecommunications

services, including, but not limited to:

- 3.9.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks; and
- 3.9.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- 3.10 "Collocation" means an arrangement whereby one Party's (the "Collocating facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). USW offers the following Collocation arrangements: Physical Collocation (including Caged, Cageless and Shared Space Caged), Virtual Collocation and Interconnection Distribution Frame (ICDF) Collocation. In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 3.11 "Commission" means the Nebraska Public Service Commission.
- 3.12 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- 3.13 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- 3.14 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 3.15 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 3.16 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 3.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 3.18 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications

providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

- 3.19 "Extended Area Service (EAS)/Local Traffic" means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission.
- 3.20 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates within the switch at a DS1 level (twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal).
- 3.21 "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic.
- 3.22 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or IntraLATA Toll services.
- 3.23 "IntraLATA Toll" is defined in accordance with USWC's current intraLATA toll serving areas, as determined by the Commission.
- 3.24 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at an end user's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.
- 3.25 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- 3.26 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two or more LECs (including a LEC and a Co-Provider) or by one LEC in two or more states within a single LATA.
- 3.27 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published by Bellcore as Special Report SR

STS-002643, establishes recommended guidelines for processing orders for Access Service that is to be provided by two or more LECs (including a LEC and a Co-Provider). It is published by Bellcore as SRBDS 00983.

- 3.28 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs (including a LEC and Co-Provider) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or Co-Provider) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 3.29 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- 3.30 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 3.31 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 3.32 "Party" means either USWC or NAS and "Parties" means USWC and NAS.
- 3.33 "Point of Interface", "Point of Interconnection", or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a Co-Provider) takes place.
- 3.34 "Port" means a termination on a Central Office Switch that permits end users to send or receive telecommunications services over the public switched network, but does not include switch features or switching functionality.
- 3.35 "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or Co-Provider) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or Co-Provider) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 3.36 "Reseller" is a category of local exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end users.
- 3.37 "Routing Point" means a location that a LEC or Co-Provider has designated on its

own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or Co-Provider. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/ Routing Point must be located within the rate center area.

- 3.38 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- 3.39 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- 3.40 "Switched Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Access services.
- 3.41 "Tariff" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- 3.42 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 3.43 "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the the appropriate state commission for the incumbent LEC.
- 3.44 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange

Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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

4. RATES AND CHARGES GENERALLY

- 4.1 Prices for termination and transport of traffic, Interconnection, access to unbundled Network Elements, and ancillary services are set forth in Appendix A.
- 4.2 USWC's wholesale discounts for resale services are set forth in Appendix A.
- 4.3 The underlying provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

5. RECIPROCAL TRAFFIC EXCHANGE

5.1 Scope

Reciprocal traffic exchange addresses the exchange of traffic between NAS end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either Party acts as an IntraLATA Toll provider or interLATA Interexchange Carrier (IXC) or where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

5.2 Traffic Types

The Traffic Types to be exchanged under this Agreement include:

- 5.2.1 EAS/Local Traffic as defined above.
- 5.2.2 IntraLATA Toll traffic as defined above.
- 5.2.3 Switched Access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate Switched Access Tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
- 5.2.4 Transit traffic is any traffic other than Switched Access, that originates

from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

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

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

- 5.2.5.1 Directory Assistance
- 5.2.5.2 911/E911
- 5.2.5.3 Operator call termination (busy line interrupt and verify)
- 5.2.5.4 800/888 database dip
- 5.2.5.5 LIDB
- 5.2.5.6 Information services requiring special billing.

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

5.3 Types of Exchanged Traffic

5.3.1 Termination of Local Traffic.

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

5.3.2 Transport of Local Traffic

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

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

- 5.3.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport or direct trunk transport.
- 5.3.2.3 Based on forecasted traffic at NAS's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the NAS switch and a USWC end office, the traffic will be moved to a dedicated (i.e., direct) trunk group from the NAS switch directly to the USWC end office. To the extent that NAS has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that NAS shall provide two-way direct trunk facilities, when required, from that end office to the NAS switch. In all other cases, the direct facility may be provisioned by USWC or NAS or a third party. If both NAS and USWC desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

5.3.3 Transit Traffic.

- 5.3.3.1 USWC will accept traffic originated by NAS and will terminate it at a Point of Interconnection with another Co-Provider, LEC, IXC, or wireless carrier. USWC will provide this transit service through local and access tandem switches. NAS may also provide USWC with transit service.
- 5.3.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- 5.3.3.3 The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to NAS of the billing name, billing address and carrier identification codes of all Interexchange Carriers originating or terminating at each USWC access tandem.

5.3.4 Toll Traffic.

Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by USWC or NAS.

5.4 Rate Structure

5.4.1 Local Traffic

5.4.1.1 Call Termination

5.4.1.1.1 The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of EAS/Local traffic per minute of use. If the exchange of EAS/Local traffic between the Parties is within +/- 5% of balance (as measured monthly), the Parties agree that their respective call termination charges will offset one another, and no compensation will be paid. The Parties agree to perform monthly joint traffic audits, based upon mutually agreeable measurement criteria and auditing standards. In the event that the exchange of traffic is not in balance as described above, the call termination charges in Appendix A will apply.

5.4.1.1.2 For traffic terminated at a USWC or NAS end office, the end office call termination rate in Appendix A shall apply.

5.4.1.1.3 For traffic terminated at a USWC or NAS tandem switch, the tandem switched rate and the tandem transmission rate in Appendix A shall apply in addition to the end office call termination rate described above.

5.4.1.1.4 The Parties acknowledge that NAS will initially serve all of its end users within a given LATA through a single NAS switch. The Parties also acknowledge that NAS may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial NAS switch shall be treated as an end office switch.

5.4.1.1.5

As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

5.4.1.1.6 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

5.4.2 Transport

5.4.2.1 If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.

5.4.2.2 If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating Party's tandem or end office switches. The applicable rates are described in Appendix A.

5.4.2.3 Direct trunk transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the Point of Interconnection and the terminating end office or tandem switch.

5.4.2.4 If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk

transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.

5.4.2.5 Multiplexing options are available at rates described in Appendix A.

5.4.3 Toll Traffic.

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

5.4.4 Transit Traffic.

Applicable Switched Access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Appendix A. For transiting toll traffic, the Parties will charge the applicable Switched Access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the Parties will charge each other the applicable local transit rate.

5.5 LIS Interface Code Availability And Optional Features

5.5.1 Interface Code Availability.

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

5.5.2 Switching Options.

5.5.2.1 Inband MF or SS7 Out of Band Signaling.

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

5.5.2.2 Clear Channel Capability.

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available); (Clear Channel Capability is not available on trunks to USWC's local tandem switches or end offices where it is currently not deployed. NAS agrees to use the Bona Fide Request process to request clear channel capability for such additional switches. Prices for such additional Clear Channel Capability, if any, will be established through the BFR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. USWC will provide NAS with a listing of USWC end offices, local tandems and access tandems equipped with Clear Channel Capability.

5.6 Measuring Local Interconnection Minutes

- 5.6.1 Measurement of terminating local interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or NAS's Point of Interconnection, whichever is recognized first by the entry switch.
- 5.6.2 USWC and NAS are required to provide each other the proper call information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

5.7 Testing

5.7.1 Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See USWC's applicable Switched Access Tariff for the specifications.

5.7.2 Testing Capabilities

- 5.7.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- 5.7.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

5.8 Ordering

- 5.8.1 When ordering LIS, the ordering Party shall specify on the service order: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the serving wire center; 2) the type of interoffice transport, (i.e., Direct Trunk Transport or Tandem Switched Transport); 3) the peak busy hour CCS from the NAS end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
- 5.8.2 When the ordering Party initially orders a DS3 Interconnection facility, in conjunction with Tandem Switched Transport to a tandem, or DS3 Direct Trunk Transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent orders utilizing existing DS3 Interconnection facilities, or DS3 Direct Trunk Transport facilities, the provider will assign the DS1 facility to the DS3 Interconnection facility or DS3 Direct Trunk Transport facility, as directed by the ordering Party.
- 5.8.3 A joint planning meeting will precede NAS and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
- 5.8.4 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- 5.8.5 Service intervals and due dates for the establishment of subsequent

trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS.

5.9 Billing Arrangements

- 5.9.1 USWC and NAS desire to submit separate bills, pursuant to their separate tariffs, to Interexchange Carriers for their respective portions of jointly provided Switched Access Service.

Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that NAS sub-tends in each LATA.

- 5.9.2 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 5.9.3 As detailed in the MECAB document, NAS and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by NAS and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
- 5.9.4 The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
- 5.9.5 Each Party will bill the IXCs the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

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

5.9.6 For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the Interexchange Carrier pursuant to tariff. For all originating 800/888 database inquiry and translation functions, the charges will be billed to the Interexchange Carrier transporting the call.

5.10 Mileage Measurement

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

5.11 Construction Charges

If applicable, construction charges will apply as detailed in the Construction Charges section of this Agreement.

6. INTERCONNECTION

6.1 Definition

6.1.1 "Interconnection" is the linking of the USWC and NAS networks for the mutual exchange of traffic and for NAS access to unbundled Network Elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by Virtual, Physical or ICDF Collocation, entrance facilities or Mid-Span Meet arrangements.

6.1.2 USWC will provide Interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and the location of the signaling transfer points necessary to exchange traffic and access call related databases.

6.2 Mid-Span Meet POI

6.2.1 A Mid-Span Meet POI is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic.

6.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled Network Elements, NAS must pay the portion of the economic costs of the Mid-Span Meet arrangement used by NAS for access to unbundled Network Elements.

6.3 Collocation

Interconnection may be accomplished through either Virtual or Physical Collocation. The choice of one method of interconnection in any end office shall not preclude NAS from selecting a different interconnection method in other end offices. The terms and conditions under which Collocation will be available are described in the Collocation section of this Agreement.

6.4 Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving Wire Center of the provider to the other Party's switch location. Entrance facilities may not extend beyond the area described by the provider's serving Wire Center. The rates for entrance facilities are provided in Appendix A.

6.5 Quality of Interconnection

USWC will not, for the purpose of Interconnection, provide to NAS less favorable terms and conditions than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of Interconnection will be at least equal to that of USWC.

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR.

6.6 Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to NAS information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility; (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

6.7 Trunking Requirements

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

6.7.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network

requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- 6.7.2.1 IntraLATA Toll and Switched Access trunks
 - 6.7.2.2 EAS/Local trunks
 - 6.7.2.3 Directory Assistance trunks
 - 6.7.2.4 911/E911 trunks
 - 6.7.2.5 Operator services trunks
 - 6.7.2.6 Commercial Mobile Radio Service/Wireless traffic for which NAS serves as the transit provider between the CMRS provider and USWC.
 - 6.7.2.7 Transit IntraLATA Toll
 - 6.7.2.8 Transit local
 - 6.7.2.9 Meet-Point Billing Trunks (for the joint provision of Switched Access)
 - 6.7.2.10 Mass calling trunks, if applicable
- 6.7.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, IntraLATA Toll, wireless/Commercial Mobile Radio Service, and Switched Access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
- 6.7.4 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all EAS/Local trunk circuits. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.
- 6.7.5 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.
- 6.7.6 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
- 6.7.7 USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of Switched Access Service.
- 6.7.8 The Parties shall terminate EAS/Local traffic exclusively on EAS/Local trunk groups. No EAS/Local trunk groups shall be terminated on USWC's access tandems.
- 6.7.9 The Parties agree to terminate local traffic in the same EAS/Local area as

such traffic originated.

6.8 Interconnection Forecasting

- 6.8.1 The Parties agree that during the first year of Interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
- 6.8.2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph 6.7.2 of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and shall include:
- 6.8.2.1 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- 6.8.2.2 A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
- 6.8.3 If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each local interconnection trunk group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.
- 6.8.4 If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity.
- 6.8.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.9 Service Interruptions

- 6.9.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
- 6.9.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- 6.9.3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall 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.
- 6.9.4 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.
- 6.9.5 Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
- 6.9.6 Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

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

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

6.9.7.2 The Parties shall cooperate in isolating trouble conditions.

7. COLLOCATION

7.1 COLLOCATION DESCRIPTION

Collocation allows for the placing of telecommunications equipment owned by NAS within USW's Central Office for the purpose of accessing Unbundled Network Elements (UNEs) and/or terminating EAS/Local and ancillary traffic.

7.1.1 Virtual Collocation

With a Virtual Collocation arrangement, NAS is responsible for the procurement of its own telecommunications equipment which USW installs and maintains. NAS does not have physical access to its equipment in the USW Central Office but will be granted access to the appropriate cross-connect for making any cross connections it may require for access to USW UNEs.

7.1.2 Caged Physical Collocation

Caged Physical Collocation allows NAS to lease caged floor space in 100 square foot increments, up to a maximum of 400 square feet, for placement of its telecommunications equipment within USW's Central Office for the purpose of interconnecting with USW finished services or UNEs. USW will lease floor space in smaller than 100 square foot increments upon NAS's request. NAS is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate cross-connect device for connecting its equipment to USW UNEs.

7.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Central Office, intermingled with USW or NAS equipment bays. Space will be made available in standard 9 square foot, single bay increments. NAS will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. As with both Virtual and Caged Physical Collocation, Cageless Physical Collocation will also include access to the appropriate cross-connect device in which NAS can make connections to USW UNEs.

7.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation offers Co-Providers the opportunity to share a caged physical space with each other for the purpose of interconnecting with UNEs. Each collocator will be responsible for ordering entrance, power and terminations from USW at time of application. Each Co-Provider will order unbundled network elements and services directly from USW. In order to address issues around warehousing of space, the original collocator will not be allowed to charge the shared occupant a per square foot charge in excess of the rate that the original collocator is presently charged by USW. There are some limitations set on the original collocator as to rates and terms of the arrangement such as a per square foot charge not exceeding the recurring amount that USW is charging.

7.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where NAS does not require its equipment to be placed in a USW Central Office, but wishes only to combine USW UNEs, ICDF Collocation is available, where allowed by law.

The combination of the UNEs shall be completed at the appropriate USW cross-connect device. Such devices will be located within USW Central Offices for common or dedicated usage. The cross-connect devices accommodate DS0, DS1, DS3 and OCn terminations. Tie cable arrangements between the various USW distribution frames may be required and will be provided in a nondiscriminatory manner.

7.2 COLLOCATION TERMS AND CONDITIONS - ALL COLLOCATION

7.2.1 With respect to any technical requirements or performance standards specified in this Section, USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

7.2.2 NAS will only collocate telecommunications equipment which is necessary for interconnection and access to unbundled elements. NAS must identify what telecommunications equipment will be installed and the vendor technical specifications of such equipment so that USW may engineer the power, floor loading, heat release, environmental particulate level, and HVAC.

7.2.3 Collocation requests require that space be provided for the placement of NAS telecommunications equipment within USW's Central Office. USW will also provide, at a cost to NAS, the structure that is necessary in support of this equipment. This includes but is not limited to, physical space, a cage (for Caged Physical Collocation), HVAC, any required cabling between NAS's telecommunications equipment and the

Distribution Frame and any other associated hardware.

- 7.2.4 All equipment placed will meet NEBS standards and will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. USW shall provide standard central office alarming pursuant to Technical Publication 77390.
- 7.2.5 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of NAS's equipment, pending final determination by the state commission regarding USW's petition for waiver. If USW determines that the amount of space requested by NAS for Caged Physical Collocation is not available, NAS will be offered Collocation in the closest 100 square foot increment that is determined to be available in relation to the original request, or smaller increment at request of NAS, or NAS will be offered Cageless Caged Physical Collocation (bay at a time), or Virtual Collocation as an alternative to Caged Physical Collocation. NAS has ten (10) days to respond to the denial letter indicating their alternate choice, as described above, to maintain the original time schedule otherwise a new application is required.
- 7.2.6 Requests for Collocation from NAS will be prioritized by USW, but in the event NAS submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:
- 7.2.6.1 USW and NAS shall work cooperatively and in good faith to establish a project plan and schedule to implement NAS's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;
- 7.2.6.2 The project plan established by USW and NAS to implement NAS's request for Collocation may also be used by NAS to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by NAS are being processed by USW;
- 7.2.6.3 Should the Parties not reach agreement on the project plan, NAS's requests for Collocation shall be addressed by USW on an individual case basis.
- 7.2.7 If a request for Collocation is denied due to a lack of space in a USW Central Office, NAS may request USW to perform reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. NAS will be charged only for its share of reclamation activity undertaken by USW solely as a result of a

specific request for Collocation by NAS, proportional to the amount of collocation space requested by NAS in that particular central office. NAS has thirty (30) business days to accept the quote. If NAS accepts the quote, work will begin on receipt of 50% of the quoted charges, with the balance due on completion. USW shall not charge NAS for removal of obsolete, unused or non-working equipment, work necessary to perform USW equipment upgrades or other USW reclamation activity that was not undertaken by USW as the result of a specific NAS request for collocation.

7.2.8 Out of Space

USW will provide documentation with the specific state Commission whenever a Collocation request is denied due to insufficient space. Additionally, if NAS's request is denied, and NAS requests the documentation, USW will furnish a marked copy of that Central Office floor plan to NAS. Tours of the affected Central Office, when requested, will be arranged through USW channels, including USW Legal Department, State Interconnection Management, and Account Management teams.

7.2.9 All equipment and installation shall meet earthquake rating requirements.

7.2.10 USW will designate the POI for network Interconnection for Virtual, Physical or Cageless Caged Physical Collocation arrangements. NAS will be allowed access to the POI on non-discriminatory terms.

7.2.11 NAS is responsible for providing its own fiber facilities to the POI outside USW's Central Office. USW will extend the fiber facility from the POI on a USW fiber cable from the POI to a Fiber Distribution Panel (FDP). From the FDP additional fiber, conduit and associated riser structure will then be provided by USW to continue the run to NAS's telecommunications equipment or Collocation area.

7.2.12 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.

7.2.13 Dual entry into a USW Central Office will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of NAS will also be taken into consideration.

7.2.14 Where Collocation entrance facilities are not available, USW will offer NAS USW DS3 or DS1 Private Line Transport Services in accordance with

Tariff terms and conditions, in lieu of entrance facilities to be terminated at NAS's collocated equipment.

- 7.2.15 USW shall provide 24x7 access to NAS collocated equipment. USW will review the security requirements with NAS. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all NAS approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. NAS personnel found outside of designated and approved areas, those being only those areas directly adjacent to NAS equipment or NAS terminated equipment, will be escorted away from those non-approved areas and reported to USW Security. Repeated violations will result in denial of access to USW facilities and a possibility of criminal penalties.
- 7.2.16 USW shall provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for NAS personnel and its designated agents.
- 7.2.17 NAS shall be restricted to corridors, stairways, and elevators that provide direct access to NAS's space, or to the nearest restroom facility from NAS's designated space, and such direct access will be outlined during NAS's orientation meeting. Access shall not be permitted to any other portion of the building.
- 7.2.18 Nothing herein shall be construed to limit NAS's ability to obtain any or all types of USW Physical Collocation in a single location, provided space is available.
- 7.2.19 Conversion of the Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee (QPF) by NAS. NAS must pay all associated conversion charges. Conversions shall be in accordance with USW's standard Collocation provisioning processes. If required, NAS will submit separate service orders for grooming NAS's existing end user circuits to the new Collocation.

7.3 COLLOCATION TERMS AND CONDITIONS - VIRTUAL COLLOCATION

- 7.3.1 USW is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection to UNEs.
- 7.3.2 NAS will be responsible for obtaining and providing to USW administrative codes, (e.g., common language codes, for all equipment provided by NAS and installed in Wire Center buildings).
- 7.3.3 NAS shall ensure that upon receipt of NAS's Virtually Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, all at NAS's expense. NAS shall

advise the manufacturer and seller of the virtually collocated equipment that NAS's equipment will be possessed, installed and maintained by USW.

- 7.3.4 NAS's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. NAS shall provide USW interface specifications (e.g., electrical, functional, physical and software) of NAS's virtually collocated equipment.
- 7.3.5 NAS must specify all software options and associated plug-ins for its virtually collocated equipment.
- 7.3.6 NAS will be responsible for payment of USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of NAS's Virtually Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course.
- 7.3.7 NAS will be responsible for payment of charges incurred in the maintenance and/or repair of NAS's virtually collocated equipment.

7.4. COLLOCATION TERMS AND CONDITIONS - CAGED PHYSICAL COLLOCATION

- 7.4.1 USW shall provide Caged Physical Collocation to NAS for access to UNEs and/or terminating EAS/Local traffic, except that USW may provide for Cageless Physical or Virtual Collocation, at NAS's option, if USW demonstrates to the Commission that Caged Physical Collocation is not practical for technical reasons such as space limitations, as provided in Section 251(c)(6) of the Act. USW shall provide basic telephone service with a connection jack at the request of NAS for the Physical or Cageless Physical Collocated space. Upon NAS's request, this service shall be available per standard USW business service provisioning processes.
- 7.4.2 Caged Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.
- 7.4.3 Subject to Section 7.1.2, the minimum standard amount of leased floor space is 100 square feet. NAS must begin equipment installation within sixty (60) days of cage acceptance and actively use 50% of the space to provide telecommunication services within twelve (12) months of acceptance. If USW identifies under utilized space, USW reserves the right to reclaim the unused portion and allocate it to another Co-Provider if

a request is pending and an out of space condition exists in that Central Office.

- 7.4.4 NAS's leased floor space will be separated from other Co-Providers and USW space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation. USW will construct the cage enclosure. All NAS equipment placed will meet NEBS standards, will be installed in accordance USW Technical Publications 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two Technical Publications must be in the possession of NAS and its agents at the site during all work activities.
- 7.4.5 USW will designate and design the floor space within each Wire Center which will constitute NAS's leased space.
- 7.4.6 When USW constructs the Caged Physical space, USW will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build NAS's leased physical space and the riser from the vault to the leased physical space, pursuant to Technical Publication 77350.
- 7.4.7 NAS owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from USW.
- 7.4.8 Shared Space Caged Physical Collocation is covered in subsequent Sections of this Agreement.
- 7.4.9 For Collocation entrance facilities, USW will extend USW-provided and owned fiber optic cable from the POI to NAS's leased physical space. NAS will procure, install and maintain all fiber optic facilities up to the USW designated POI.
- 7.4.10 Testing of the completed Collocation components will be performed. USW will test to the demarcation points of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement.
- 7.4.11 If, during installation, USW determines NAS equipment does not comply with the NEBS safety standards listed in this Agreement or that NAS installation activities do not comply with applicable national and local standards and Technical Publication 77350, as modified from time to time, or are in violation of any applicable laws or regulations, USW has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees,

interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at NAS's expense. USW must notify NAS immediately if it takes action pursuant to this subsection.

- 7.4.12 If, at any time, USW determines that the equipment or the installation does not meet technical standard requirements, as set forth in this Agreement, NAS will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If NAS fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at NAS's expense.

7.5. COLLOCATION TERMS AND CONDITIONS - CAGELESS PHYSICAL COLLOCATION

- 7.5.1 Notwithstanding availability of Caged Physical Collocation, USW shall provide Cageless Physical Collocation to NAS for access to UNEs and/or terminating EAS/Local traffic, except that USW may provide Virtual Collocation, at NAS's option, if USW demonstrates to the Commission that Cageless Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.
- 7.5.2 NAS owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. NAS may access its own Collocated equipment.
- 7.5.3 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with USW or other Co-Providers' equipment bays. NAS may request through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide NAS with adjacent space.
- 7.5.4 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. NAS will be notified of the results of this audit and shall rectify all non-conformities within thirty (30) calendar days of notification. All non-conforming items remaining after this 30 day period may be rectified by USW and the cost assessed to NAS.

7.6 RATE ELEMENTS - ALL COLLOCATION

- 7.6.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by NAS on the

Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.

- 7.6.2 The following elements as specified in Appendix A of this Agreement are used to develop a price quotation in support of Collocation.
- 7.6.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to NAS for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.
- 7.6.4 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance NAS will deliver a minimum 12 strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.
- 7.6.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to NAS provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- 7.6.6 -48 Volt DC Power Charge. Provides -48 volt DC power to NAS collocated equipment. Charged on a per ampere basis.
- 7.6.7 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- 7.6.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when NAS requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go 'on-shift' on behalf of NAS.
- 7.6.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require

regeneration. The cost associated with regeneration will be borne by NAS.

7.6.10 Cross-Connect Terminations

7.6.10.1 If USW provides the equipment cable for NAS, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.

DS1 - In increments of 28 terminations

DS-3 - In increments of 1 coax pair

OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between NAS collocated equipment and the appropriate cross-connect device.

7.6.10.2. If NAS elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination

DS1 Per Termination

DS3 Per Termination

OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking between NAS collocated equipment and the appropriate cross-connect device .

7.6.11 Collocation Cable Racking – A charge for cable racking required for placement of NAS's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.

7.6.12 Collocation Grounding Charge. A charge associated with providing grounding for NAS's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to NAS's cage enclosure or common space where required.

7.6.13 Heating and Air Conditioning Charge- Environmental temperature control required for proper operation of electronic telecommunications equipment.

7.6.14 Security Charge- The keys/card readers and video cameras as may be required for NAS access to the USW Central Office for the purpose of Collocation. In no case shall such security measures be more stringent

than those used by USW for their own employees or authorized contractors. Flat rate monthly recurring charges for reasonable security measures, as described above, are assessed per employee, per each USW Central Office to which access is required. In no event shall such charges exceed NAS's prorated share. If NAS requires access to space not open to NAS on an unescorted basis, under applicable law and regulations, an escort may be required by USW and additional charges will apply.

7.7. RATE ELEMENTS - VIRTUAL COLLOCATION

The following rate elements apply uniquely to Virtual Collocation.

- 7.7.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of NAS virtually collocated equipment. NAS is responsible for ordering and delivering maintenance spares. USW will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from NAS. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.
- 7.7.2 Training Labor -- Provides for the billing of vendor-provided training for USW personnel on a metropolitan service area basis, necessary for NAS virtually collocated equipment which is different from USW provided equipment. USW will require three USW employees to be trained per metropolitan service area in which NAS virtually collocated equipment is located. If, by an act of USW, trained employees are relocated, retired, or are no longer available, USW will not require NAS to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.
- 7.7.3 Equipment Bay -- Provides mounting space for NAS virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- 7.7.4 Engineering Labor -- Provides the planning and engineering of NAS virtually collocated equipment at the time of installation, change or removal.
- 7.7.5 Installation Labor -- Provides for the installation, change or removal of NAS virtually collocated equipment.

7.8. RATE ELEMENTS - CAGED PHYSICAL COLLOCATION

- 7.8.1 Cage Enclosure. The Cage Enclosure element includes the material and

labor to construct the enclosure. NAS may choose from USW approved contractors to construct the cage, in accordance with USW's installation Technical Publication 77350. It includes a nine foot cage enclosure available in increments of 100, 200, 300 or 400 square feet, or smaller increments at the request of NAS, air conditioning (to support NAS loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code). Pricing for the Cage Enclosure will be provided on an individual basis due to the uniqueness of NAS's requirements, central office structure and arrangements.

- 7.8.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power telecommunications equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.
- 7.8.3 AC Power Charge- Standard AC outlet used by NAS for the purpose of powering test equipment, tools etc.
- 7.8.4 Grounding Charge- Used to connect the Central Office common ground to NAS's equipment.

7.9 RATE ELEMENTS - CAGELESS PHYSICAL COLLOCATION

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have it's own AC outlet.

7.10 RATE ELEMENTS - ICDF COLLOCATION

- 7.10.1 The nonrecurring rates for the appropriate cross-connect device recover USW's investment (including engineering and installation) for all DS0, DS1, DS3 terminations, including tie cables, appropriate cross-connect device terminations, and terminations on the applicable USW frame.
- 7.10.2 The recurring rate element for the appropriate cross-connect device recovers USW's expense for the maintenance and administration for all DS0, DS1, DS3 terminations, including tie cables, appropriate cross-

connect device terminations, and termination on the applicable USW frame.

7.11 ORDERING - VIRTUAL COLLOCATION

7.11.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of NAS's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

7.11.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to NAS. During this period the Collocation entrance facility and space is reserved pending NAS's approval of the quoted charges. If NAS agrees to terms as stated in the Collocation Price Quote, NAS must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of NAS's equipment provided that space and power is available. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with NAS on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

7.12 ORDERING - CAGED PHYSICAL COLLOCATION

7.12.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of NAS's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within twenty five (25) calendar days of providing the feasibility study. Caged Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by USW will begin. The cage will be available to NAS for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available and NAS will be so notified and provided

a revised space availability date. Upon the mutual determination that cage construction is complete, NAS shall return a signed "completion package" and any outstanding nonrecurring charges to USW. Recurring monthly charges for Collocation shall commence upon receipt of such completion package and the outstanding nonrecurring charges.

7.12.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet NAS's Collocation request.

7.13 ORDERING - CAGELESS PHYSICAL COLLOCATION

7.13.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of NAS's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the Collocation Order Form and QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for supporting structure within twenty-five (25) calendar days of providing the feasibility study. Cageless Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. If NAS agrees to terms as stated in the Collocation Price Quote, NAS must respond within thirty (30) calendar days with a signed quote, a check for 50% of the quoted charges and proof of insurance. Upon receipt of the signed quote, 50% payment and proof of insurance, construction by USW will begin. The cageless, physical space including equipment bays provided by NAS and associated apparatus provided by USW, will be available to NAS for placement of its equipment as follows: (1) within forty-five (45) calendar days of receipt of the 50% down payment where SPOT frame space and power are available; or (2) within ninety (90) calendar days of receipt of the 50% down payment where the SPOT frame, space or power are not available. Depending on specific Wire Center conditions, shorter intervals may be available and NAS will be so notified and provided a revised space availability date. Upon the mutual determination that cage construction is complete, NAS shall return a signed "completion package" and any outstanding nonrecurring charges to USW. Recurring monthly charges for Collocation shall commence upon receipt of such completion package and the outstanding nonrecurring charges.

7.13.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and

space reclamation required to meet NAS's Collocation request.

7.14 ORDERING - ICDF COLLOCATION

7.14.1 Upon receipt of a Collocation Order Form, USW will verify if ICDF capacity is available at the requested Central Office. Verification of cross-connection capacity will be completed within seven (7) calendar days. USW will develop a cost quotation for the requested Collocation within thirty five (35) calendar days from verification. Should the requested Central Office require additional cross-connection capability for capacity, USW will make such additional capacity available as soon as reasonably possible.

7.14.2 Within thirty five (35) calendar days of the receipt by USW from NAS of a request for appropriate cross-connect device and tie cable capacity, USW will provide NAS with a quotation for all recurring, nonrecurring and construction charges associated with the request. The estimated date of the appropriate cross-connect device availability will also be included.

7.14.3 Within thirty (30) calendar days of USW providing the quotation, NAS will accept or reject the quotation. Acceptance shall require payment to USW of fifty percent of the nonrecurring and construction charges provided on the quotation.

7.14.4 As part of the ordering process, NAS will provide at a minimum an eighteen month forecast for each Wire Center in which it intends to utilize the appropriate cross-connect device. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

- 100 DS0 terminations
- 28 DS1 terminations
- 1 DS3 termination

7.15 ORDERING - ALL COLLOCATION

Any changes, modifications or additional engineering requested by NAS, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

7.16 BILLING - ALL COLLOCATION

7.16.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide NAS a completion package that will initiate the recurring Collocation charges. USW will begin billing the monthly recurring charges stated in the quote and completion package.

7.16.2 In the event USW has completed all associated construction activities and

NAS has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), USW will begin billing for all monthly Collocation charges. When NAS is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

7.17 BILLING - VIRTUAL COLLOCATION

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between NAS and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under rates and terms specified in this Agreement.

7.18 BILLING - CAGED AND CAGELESS PHYSICAL COLLOCATION

Upon completion of USW construction activities and NAS's payment of the remainder of the nonrecurring charges, USW will allow NAS access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. NAS will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. NAS may then proceed with the installation of its equipment in the Collocation space. Once NAS's equipment has been installed and cable is provided for the NAS's equipment terminations, USW will complete all remaining work activities.

7.19 MAINTENANCE AND REPAIR

7.19.1 Virtual Collocation

7.19.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

7.19.1.2 Installation and maintenance of NAS's virtually collocated equipment will be performed by USW or a USW authorized vendor.

7.19.1.3 Upon failure of NAS's virtually collocated equipment, NAS is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. NAS is responsible for purchasing and maintaining a supply of spares.

7.19.2 Caged Physical Collocation

NAS is solely responsible for the maintenance and repair of its equipment

located within NAS's caged space. If two or more Co-Providers agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. USW assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

7.19.3 Cageless Physical Collocation

NAS is solely responsible for the maintenance and repair of its equipment located within NAS's cageless physical space.

7.19.4 ICDF Collocation

NAS is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, NAS is required to provide its own tools for such operations.

8. UNBUNDLED ACCESS/ELEMENTS

8.1 General Terms

- 8.1.1 USWC agrees to provide the following unbundled Network Elements which are addressed in more detail in later sections of this Agreement: 1) local Loop, 2) local and tandem switches (including all vertical switching features provided by such switches), 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance functions.
- 8.1.2 This Agreement provides for the provision of unbundled Network Elements to NAS which NAS may connect or combine for the purpose of offering finished retail services. USWC will not combine USWC's unbundled Network Elements to provide a finished service to NAS. USWC agrees, however, to offer finished retail services to NAS for resale pursuant to the Resale section of this Agreement.
- 8.1.3 USWC will not restrict the types of telecommunications services NAS may offer through unbundled elements, nor will it restrict NAS from combining elements with any technically compatible equipment NAS owns. USWC will provide NAS with the same features, functions and capabilities of a particular element that USWC provides to itself, so that NAS can provide any telecommunications services that can be offered by means of the element.

8.2 Description of Unbundled Elements

8.2.1 Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and certain switching functions, including those facilities that establish a temporary transmission path between two other switches, but not including the transport needed to complete the call. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

8.2.2 Unbundled Dedicated Interoffice Transport

8.2.2.1 Description

8.2.2.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides NAS with a network element of a single transmission path between USW Wire Centers in the same LATA and state. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each USW Wire Center. NAS must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. UDIT is available in DS0, DS1, DS3, OC-3, OC-12 where facilities are available. UDIT is distance sensitive and is for the sole use of NAS. NAS can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).

8.2.2.1.2 Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides NAS with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF Frame and 28 DS1s terminated at the DS1 ICDF Frame. A 1/0 Multiplexer provides NAS with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF Frame and 24 DS0s terminated at the intermediate distribution frame.

8.2.2.1.3 Extended UDIT (E-UDIT) provides NAS with an Unbundled Network Element that is a band-width specific transmission path between a USW Wire Center and the Wire Center of NAS or an Interexchange Carrier IXC POP within the same USW Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where USW facilities exist sufficient to carry the desired bandwidth and must be joint-engineered with USW. E-UDIT is a dedicated service for the sole use of the NAS. The E-UDIT may be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local USW Serving Wire Center. This termination will be at the appropriate cross-connect frame. NAS must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

8.2.2.1.4 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides NAS with a network element of a single transmission path between a USW Wire Center and a mutually agreed meet point with another ILEC not in USW territory. NAS must have a presence in the USW office and have requested termination capacity through the Collocation process. NAS orders the UDIT from a local USW Wire Center to another ILEC office not in USW territory. USW provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the USW Wire Center. It is NAS's responsibility to design from the DSX to the ICDF (and on to whatever connection is planned in the Wire Center). NAS can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.

8.2.3 Terms and Conditions

8.2.3.1 USWC agrees to perform the cross connects for NAS at the appropriate cross connect device, as described in Section 8.2.3.1.1 below, subject to all of the provisions of this section. The Parties agree that there is a difference between recombining all USWC unbundled Network Elements and combining some USWC unbundled Network Elements with NAS's collocated equipment. Among other things, however, the Parties disagree as to whether both recombining all or combining some unbundled Network

Elements are within the scope of the pending appeal to the Supreme Court of the 8th Circuit Court of Appeals decision regarding combinations of unbundled Network Elements. Notwithstanding this disagreement, USWC agrees that NAS is entitled to certainty in its relationship with USWC as to combination of some USWC unbundled Network Elements to NAS's collocated equipment. Thus, without waiving any of their legal rights, factual contentions, or arguments concerning the proper application of fact and law, the Parties agree that USWC will perform the cross connects for NAS, as described in Section 8.2.3.1.1 below, until the date of the Supreme Court's ruling on the 8th Circuit Court of Appeals decision, December 31, 2000, or the date the process discussed below, if any, is concluded, whichever date is the last to occur. Responsibility for cross connects after this date must be renegotiated by the Parties, and either Party may seek renegotiation of responsibility for cross connects as early as June 1, 2000. In the event the Parties cannot agree as to responsibility for cross connects during such renegotiation, the Parties agree to: (1) process the issue under the Dispute Resolution clause of this Agreement; and (2) take all reasonable steps to ensure resolution of the issue by December 31, 2000; provided, however, that USWC will continue to perform the cross connects for NAS until the Dispute Resolution is concluded. In the event the Parties do not mutually agree to a different arrangement by December 31, 2000 and neither Party invokes the Dispute Resolution clause then USWC will continue to perform the cross connections as set forth herein.

8.2.3.1.1 USWC shall perform the cross connects of USWC unbundled loops and Dedicated Transport to NAS collocated equipment utilizing the Expanded Interconnection Channel Terminations ("EICTs") on the appropriate cross connect device. The Parties agree that the charges for such cross connections (EICT) are included in Appendix A. NAS and USWC agree that NAS will cross connect USWC unbundled Network Elements to USWC unbundled Network Elements at the appropriate cross connect device. The Parties shall work cooperatively to ensure that NAS orders and USWC provisions unbundled Loops and Dedicated Transport in conjunction with their corresponding EICT, in which case the EICT nonrecurring charge is waived.

8.2.3.2 For the 3/1 Multiplexer, NAS must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by NAS, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.

8.2.3.3 For DS-1 E-UDIT, USW may provide facilities to the other carrier's Wire Center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by NAS. For E-UDIT above DS-1, USW provides an Optical Interface at the location requested by NAS. This Interface will be on a FDP provided by USW and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

8.2.3.3.1 Another E-UDIT option is that USW meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. USW and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g., DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to NAS by USW and/or the other carrier will be that ordered by NAS. USW will designate which channel on the facility will carry the E-UDIT.

8.2.3.3.2 E-UDIT is intended to be transport between the appropriate USW Serving Wire Center and another carrier's Wire Center, distinct from an end user and within USW territory. E-UDIT cannot traverse a USW Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) Its location has V&H coordinates, 2) The Wire Center contains a device that switches traffic, or a node leading to such a switch, 3) The switch is registered with a CLLI code listed in the LERG.

8.2.3.3.3 NAS is responsible for design between any DSX and the ICDF (and on to whatever connection is planned) at the USW Wire Center and for design beyond the DSX or equivalent at NAS or IXC Wire Center. USW will cooperate with the other carrier to test the E-UDIT circuit, but USW is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.

8.2.3.3.4 NAS places its own equipment and joint engineering applies to all E-UDIT.

8.2.3.3.5 If facilities do not exist at the time of order, the NAS may request an inquiry through an AQCB (Special Assembly) process by the Account Team. AQCB is required

for a meet point. The request for construction will be reviewed by the USW funding committee to determine the assignment of costs. NAS shall pay USW for all non-reusable construction costs.

8.2.3.4 Meet Point billing is implemented when the UDIT goes from a USW Wire Center to another ILEC not in USW territory. The arrangement may require new contract negotiations with the ILECs involved. A billing percentage will be applied according to mileage.

8.2.3.4.1 USW and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for USW to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

8.2.4 Rate Elements

8.2.4.1 DS1 UDIT

8.2.4.1.1 DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS1 Transport.

8.2.4.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.4.1.3 DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

8.2.4.2 DS3 UDIT

8.2.4.2.1 DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS3 transport.

8.2.4.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.4.2.3 DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

8.2.4.3 DS0 UDIT

8.2.4.3.1 DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an intermediate distribution frame and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 transport.

8.2.4.3.2 DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.4.3.3 DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

8.2.4.3.4 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

8.2.4.4 OC-3 UDIT

8.2.4.4.1 OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection

between the interoffice transport facility and other network elements. It must be ordered with an OC-3 Transport.

8.2.4.4.2 OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.4.4.3 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

8.2.4.5 OC-12 UDIT

8.2.4.5.1 OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a OC-12 transport.

8.2.4.5.2 OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.4.5.3 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

8.2.4.6 3/1 Multiplexing

8.2.4.6.1 Recurring Multiplexing

The DS3 Central Office multiplexer provides de-

multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

8.2.4.6.2 Non-Recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

8.2.4.7 1/0 Multiplexing

8.2.4.7.1 Recurring Multiplexing

The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

8.2.4.7.2 Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

8.2.4.7.3 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

8.2.4.8 DS-1 E-UDIT

8.2.4.8.1 DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a USW Central Office Serving Wire Center and NAS serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.4.8.2 DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires coordinated testing.

8.2.4.9 DS-3 E-UDIT

8.2.4.9.1 DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a USW Central Office Serving Wire Center and NAS Serving Wire Center or IXC POP.

This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.4.9.2 DS-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-3. DS-3 E-UDIT requires coordinated/cooperative testing.

8.2.4.10 OC-3 E-UDIT

8.2.4.10.1 OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a USW Central Office Serving Wire Center and NAS Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.4.10.2 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires coordinated/cooperative testing.

8.2.4.11 OC-12 E-UDIT

8.2.4.11.1 OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a USW Central Office Serving Wire Center and NAS Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.4.11.2 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires coordinated/cooperative testing.

8.2.4.12 MEET POINT UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

8.2.4.12.1 Transport Termination (USW end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements at the USW Wire Center. Each level

(DS-1, DS-3, etc.) is separately priced.

8.2.4.12.2 Transport Facilities (Per Mile)

A network element providing the requested transmission path between a USW Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

8.2.4.12.3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the UDIT. Meet Point UDIT requires coordinated/cooperative testing.

8.2.4.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one EICT is applied for Meet Point UDIT.

8.25 Ordering Process

8.2.5.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.

8.2.5.2 UDIT is ordered with basic installation. USW will notify NAS when the work activity is complete. Test results performed by USW are not provided to NAS. E-UDIT requires coordinated/ cooperative installation and test results will be provided.

8.2.5.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side ICDF frames and all multiplexing cards. NAS must order settings for all cards at the time of the multiplexing request.

8.2.5.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by NAS at the time of the DS0 order.

8.2.6 Maintenance and Repair

Unless USW offers test interfaces to NAS, the Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. NAS cross-connections will be repaired by NAS and USW cross-connections will be repaired by USW.

8.2.7 Digital Cross Connect System

USWC will provide NAS with access to mutually agreed upon digital cross-

connect system (DCS) points.

8.2.8 Unbundled Loops

8.2.8.1 Service Description

An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USWC's network interface device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID, and/or demarcation point, will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable – either Basic Rate ISDN or DS1.

8.2.8.2 Terms and Conditions

8.2.8.2.1 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, NAS must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If USWC uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, USWC will make alternate arrangements to permit NAS to order a contiguous unbundled local Loop.

8.2.8.2.2 When NAS requests a non-loaded Unbundled Loop and there are none available, USWC will contact NAS to determine if NAS wishes to have USWC unload a Loop. If the response is affirmative, USWC will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "deload" the Loop) in order to provide NAS with a Non-Loaded Loop. NAS will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology.

8.2.8.2.3 When NAS requests a Basic Rate ISDN capable Loop, USWC will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). NAS

will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Appendix A.

8.2.8.2.4 When NAS requests a DS1 Capable Loop, USWC will install the electronics at both ends including any intermediate repeaters. The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, NAS will be charged a non-recurring charge in addition to the Unbundled Loop recurring charge.

8.2.8.2.5 USWC reserves the right to limit the provisioning of BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USWC reserves the right to make some cables unavailable to NAS based on spectrum management considerations.

8.2.8.2.6 NAS has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

8.2.8.2.6.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing USWC or other Co-Provider end user changing to NAS, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. USWC "lifts" the Loop from its current termination and "lays" it on a new termination connecting to NAS. USWC will notify NAS when the work activity is complete.

8.2.8.2.6.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option may be ordered for new service only. For new service that has not previously existed, USWC will complete the circuit wiring per the WORD document and/or the service order. USWC will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing

purposes. The test results are forwarded to NAS by USWC.

8.2.8.2.6.3 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USWC or other Co-Provider end user changing to NAS, the Coordinated Installation option is a “lift and lay” procedure with cooperative testing. NAS has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, NAS will provide such information to USWC at least 48 hours prior to the desired appointment time. At the appointment time, USWC will “lift” the Loop from its current termination and “lay” it on its new termination connecting to NAS. USWC will complete the required performance tests and perform other testing as requested by NAS. Testing requested by NAS that exceeds testing requirements contained in USWC’s Technical Publication 77384 will be billed to NAS. Test results will be recorded as benchmarks for future testing and will be forwarded to NAS.

8.2.8.2.6.4 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2wire analog loop start or ground start unbundled Loops. For an existing USWC or other Co-Provider end user changing to NAS, this option remains a “lift and lay” procedure, but offers NAS the ability to coordinate the conversion activity, allowing NAS’s end user to pre-plan for minimal service interruption. At NAS’s designated time, USWC will contact NAS with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, NAS will provide such information to USWC at least 48 hours prior to the desired appointment

time. At the appointment time, USWC “lifts” the Loop from its current termination and “lays” it on its new termination connecting to NAS. Once the work has been completed USWC will notify NAS” that the “lift and lay” procedure has been completed.

- 8.2.8.2.7 If NAS orders multiplexing, NAS will be responsible for notifying USWCC of the multiplexing channel plug requirements and settings NAS desires to be established. If NAS wishes to establish a standard setting for all such multiplexing, the BFR process shall be used to document that request. The multiplexing channel plug requirements and settings may also be established on a case by case basis.
- 8.2.8.2.8 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in USWC’s Technical Publication 77384. USWC’s sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between NAS’s end user and USWC’s end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- 8.2.8.2.9 If there is a conflict between an end user (and/or its respective agent) and NAS regarding the disconnection or provision of unbundled Loops, USWC will honor the latest dated POA designating an agent by the end user or its respective agent. If the end user’s service has not been disconnected and unbundled Loop service is not yet established, NAS will be responsible to pay the nonrecurring charge as set forth herein. A slamming charge will be billed to NAS.
- 8.2.8.2.10 Facilities and lines furnished by USWC on the premises of NAS’s end user up to and including the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC’s employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the unbundled Loop service to remove such facilities and lines.

- 8.2.8.2.11 Unbundled Loops include the facilities between USWC distribution frame up to and including USWC's NID located at NAS's end user premises. The connection between the distribution frame and NAS facilities is accomplished via a connection placed by NAS on the SPOT Frame. The tie cables between NAS's Collocation, the SPOT Frame and the USWC distribution frame are established in conjunction with NAS's facility forecast.
- 8.2.8.2.12 NAS will be responsible to submit to USWC a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. The Unbundled Loop facility must be returned to USWC in the same condition in which it was delivered. In the event of transfer of the end user's service from NAS to another Co-Provider, the new Co-Provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

8.2.8.3 Rate Elements

The following Unbundled Loop rate elements are contained in Appendix A of this Agreement.

- 8.2.8.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a USWC Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.
- 8.2.8.3.2 Non-Loaded - 2 and 4 wire non-loaded loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a USWC CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. After these Loops are ordered and the design layout record is reviewed by NAS, it is NAS's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. Charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.
- 8.2.8.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. These Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of NAS's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USWC CO-NI. Unbundled digital Loops may be

provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USWC will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by NAS, if necessary, as determined by USWC.

- 8.2.8.3.4 Unbundled Loop recurring monthly rates.
- 8.2.8.3.5 Unbundled Loop non-recurring installation charges based on the installation option requested.
- 8.2.8.3.6 DS1 or DS3 Regeneration non-recurring charge as described earlier in this Section.
- 8.2.8.3.7 Conditioning non-recurring charge as described earlier in this Section.
- 8.2.8.3.8 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

8.2.8.4 Ordering Process

- 8.2.8.4.1 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.
- 8.2.8.4.2 Prior to placing orders on behalf of the end user, NAS shall be responsible for obtaining and have in its possession POA as set forth in Part A of this Agreement.
- 8.2.8.4.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in USWC's Interconnect & Resale Resource Guide. The interval will start when USWC receives a complete and accurate Local Service Request (LSR). This interval may be impacted by order volumes and load control considerations. Refer to USWC's Interconnect & Resale Resource Guide when ordering multiple Loops (up to 25) at the same location. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.
- 8.2.8.4.4 When ordering Unbundled Loops, NAS is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- 8.2.8.4.5 When applicable, NAS will be responsible for providing battery and dial tone to its connection point two business days prior to the due

date on the service order.

- 8.2.8.4.6 LSRs are processed through the Interconnect Service Center. Refer to USWC's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.
- 8.2.8.4.7 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to USWC's Interconnect & Resale Resource Guide for the FOC interval.
- 8.2.8.4.8 USWC will provide Design Layout Records (DLR) when requested on terms and conditions consistent with USWC end users.
- 8.2.8.4.9 USWC will provide jeopardy notification that is substantially similar to that provided to USWC end users.
- 8.2.8.4.10 USWC will provide completion notification that is substantially similar to that provided to USWC end users.
- 8.2.8.4.11 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

8.2.8.5 Maintenance and Repair

- 8.2.8.5.1 NAS is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. NAS will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to USWC. USWC will work cooperatively with NAS to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, NAS shall be charged maintenance charges in accordance with the applicable time and materials charges in USWC's Tariff.
- 8.2.8.5.2 USWC will perform tests to isolate the service trouble. If no trouble is found, USWC will notify NAS. If the trouble is isolated to the Central Office, or a USWC facility, USWC will repair, without charge, as long as the trouble is not attributed to NAS's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to NAS's Collocation equipment, cabling or cross connects, USWC will notify NAS and charges will apply. If the

trouble is on the end user's side of the NID, the trouble will be referred back to NAS and charges will apply for trouble isolation.

- 8.2.8.5.3 NAS will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at NAS's request, and the fault is not in USWC facilities, a trouble isolation charge shall apply.

8.2.9 Local Switching Element

The unbundled switching element includes facilities that are associated with the switch (e.g., Port), facilities that are involved with switching the call, access to vertical features (e.g., custom calling), and all originating minutes of use from the unbundled switching element, but not including transport from or to the switch.

8.2.9.1 End Office Switching

- 8.2.9.1.1 Line-side and trunk-side Ports are available. The line-side Port is flat rated and it includes:

- 8.2.9.1.1.1 Telephone Number
- 8.2.9.1.1.2 Directory Listing
- 8.2.9.1.1.3 Dial Tone
- 8.2.9.1.1.4 Signaling (loop or ground start)
- 8.2.9.1.1.5 On/Off Hook Detection
- 8.2.9.1.1.6 Audible and Power Ringing
- 8.2.9.1.1.7 Automatic Message Accounting (AMA) Recording
- 8.2.9.1.1.8 Access to 911, Operator Services, and Directory Assistance
- 8.2.9.1.1.9 Blocking Options (900 services)

- 8.2.9.1.2 Vertical features will be offered as elements. These elements are offered at the retail rate with the appropriate discounted rate offered under resale.

- 8.2.9.1.3 Local originating usage will be measured and billed on minutes of use.

- 8.2.9.1.4 The access point for line-side Port interconnection is the Single Point of Termination (SPOT) bay of the USWC designated serving Wire Center.

- 8.2.9.1.5 The price for local switching is described in Appendix A.

8.2.9.2 Customized Routing

- 8.2.9.2.1 Description

Customized routing will enable NAS to direct particular classes of calls to prearranged outgoing trunks. NAS can use customized routing to direct its end users' calls to 411, 555-1212, or O to its own directory assistance, operator services platform or dedicated trunks.

8.2.9.2.2 Limitations

Because there is a limitation in the capacity of the 1A ESS switch, custom routing will be offered to Co-Providers on a first-come, first-served basis.

8.2.9.2.3 The price for custom routing will be provided on a case-by-case basis. The price for custom routing is comprised of a development charge for a customized Line Class Code and an installation charge for every switch the Line Class Code is implemented.

8.2.9.3 Coin signaling is only available as part of "smart PAL" service.

8.2.10 Network Interface Device (NID)

8.2.10.1 Service Description

The NID provides an interface between USW's loop facility and the inside wire and is considered part of the Unbundled Loop facility. The modular NID is divided into two components; one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If NAS orders unbundled Loops on a reuse basis, the existing drop and USW's NID will remain in place and continue to carry the signal to the end user's equipment.

8.2.10.2 Terms and Conditions

8.2.10.2.1 If NAS intends on placing its own drop, NAS will install its own NID. NAS will connect its NID to the USW NID by placing a cross-connect between the two. When provisioning a NID to NID connection, NAS will isolate the USW facility in the NID by unplugging the modular unit. If NAS requires that a non-modular unit be replaced with a modular NID, USW will perform the replacement and

charges will be assessed for the NID and time associated with the request. If NAS is a facility based provider up to and including its NID, the USW facility currently in place, including the NID, will remain in place. At no time should NAS remove any USW facility.

8.2.10.2.2 USW will retain sole ownership of the USW NID and its contents on USW's side. USW will not conduct wholesale NID change-outs, or inventory NID locations.

8.2.10.3 Rate Elements

8.2.10.3.1 If NAS requests a non-modular unit to be replaced with a modular NID, USW will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with USW's connection of NAS's NID to USW's NID, will be the responsibility of NAS. This is a nonrecurring charge and is contained in Appendix A of this Agreement.

8.2.10.3.2 Recurring rates for the NID are contained in Appendix A. Where no recurring rate is included in Appendix A, the recurring NID rate is included as part of the Unbundled Loop rate.

8.2.10.4 Ordering Process

When NAS submits an LSR for an Unbundled Loop, NAS will indicate in the Loop Service form if a modular NID is required at the end user's location.

8.2.10.5 Maintenance and Repair

If USW is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to NAS. If USW is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, USW will replace the defective element or, if beyond repair, the entire device.

8.2.11 Additional Unbundled Elements

NAS may request nondiscriminatory access to, and where appropriate, development of additional unbundled Network Elements not covered in this Agreement in response to specific requests therefor, pursuant to the Bona Fide Request Process detailed in the Bona Fide Request Process section of this Agreement.

9. ANCILLARY SERVICES AND ARRANGEMENTS

9.1 Signaling Access to Call-Related Databases

- 9.1.1 When NAS is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC Service Management Systems (SMS) will be provided to NAS, via the BFR process, to activate, modify, or update information in the call related databases, equivalent to the USWC access.
- 9.1.2 USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.
- 9.1.3 CCSAC includes:
- 9.1.3.1 Entrance Facility - This element connects NAS's signaling point of interface with the USWC serving wire center (SWC). NAS may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, NAS would need to purchase Collocation and an Expanded Interconnection Channel Termination.
 - 9.1.3.2 Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. NAS may purchase this element or self-provision transport directly to the STP. If NAS provides the link to the STP, it must purchase Collocation, an Expanded Interconnection Channel Termination at the STP location, and a direct link from the EICT to the STP Port.
 - 9.1.3.3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides interaction with the Service Control Point (SCP). Port availability is limited.
 - 9.1.3.4 Multiplexing - Multiplexing may be required at either/both the SWC and/or Port. The multiplexing options are the standard DS3 to DS1 and DS1 to DS0 requirements.
- 9.1.4 Access to Advanced Intelligent Network (AIN) functions is available only through the STP.
- 9.1.5 USWC will provide mediated access to SMS via the BFR process, for the

purpose of activating, modifying or updating AIN service specification through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows NAS to provision, modify, or update information in call related databases. Currently, the SCE process is predominantly manual via a service center.

9.1.6 The pricing for CCSAC service is provided in Appendix A.

9.2 Interim Number Portability

9.2.1 General Terms

9.2.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

9.2.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, direct inward dialing and NXX migration.

9.2.1.3 Once Permanent Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to Permanent Number Portability. Upon implementation of Permanent Number Portability pursuant to FCC regulations, both Parties agree to conform and provide such Permanent Number Portability.

9.2.1.4 USWC will update its Line Information Database ("LIDB") listings for retained numbers as directed by NAS. USWC will restrict or cancel calling cards associated with these forwarded numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

9.2.1.5 Upon request, USWC shall provide to NAS INP via Direct Inward Dial Trunks pursuant to applicable tariffs.

9.2.1.6 Where either Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party,

- 9.2.2.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service.
- 9.2.2.3 INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.
- 9.2.2.4 INP is subject to the following restrictions:
 - 9.2.2.4.1 An INP telephone number may be assigned by INP Requestor only to the Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.
 - 9.2.2.4.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange

arrangement with the INP Provider.

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

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

9.2.2.4.4.1 Full payment for the account (including directory advertising charges associated with the end user's telephone number) is made by end user or INP Requestor agrees to make full payment on behalf of end user.

9.2.2.4.4.2 INP Provider is notified in advance of the change in service provider and a Change of Responsibility form is issued.

9.2.2.4.4.3 INP Provider accepts the transfer of responsibility.

9.2.2.4.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or Co-Provider.

9.2.2.4.6 INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.

9.2.2.4.7 The ported telephone number will be returned to the originating Party (or to the common pool of telephone numbers upon implementation of Permanent Number Portability) when the ported service is disconnected. The Party purchasing a ported number may not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

9.2.2.5 Ordering and Maintenance

- 9.2.2.5.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity, e.g. end user queries and complaints.
- 9.2.2.5.2 Each Party is responsible for obtaining a Letter of Authorization (LOA) from its end users who request a transfer of the end user's telephone number from the other Party.
- 9.2.2.5.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Unbundled Loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- 9.2.2.5.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Unbundled Loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- 9.2.2.5.5 Certain features are not available on calls passed through INP service.
- 9.2.2.5.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- 9.2.2.5.7 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor.
- 9.2.2.5.8 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users.

9.2.2.6 Cost Recovery

The Parties agree that, for the purposes of this Agreement that the following cost structure is an acceptable measure of the costs incurred by the INP Provider.

- 9.2.2.6.1 Number Ported -- This cost is incurred per number ported, per month. Should the INP Requestor provide the transport from the INP Provider's end office to the INP Requestor's end office switch, a lower cost is incurred. This cost represents a single call path from the INP Provider's end office switch to the INP Requestor for the portable number.
- 9.2.2.6.2 Additional Call Path -- This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requestor provide the transport from the INP Provider's end office to the INP Requestor's end office switch, a lower cost is incurred.
- 9.2.2.6.3 Service Establishment – Per Route, Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.
- 9.2.2.6.4 Service Establishment – Additional number ported or changes to existing numbers, per number ported -- This non-recurring cost is for each telephone number equipped with INP.
- 9.2.2.6.5 The Parties agree that Appendix A reasonably identifies the above costs.
- 9.2.2.6.6 Each of the above costs shall be borne by the INP Requestor.
- 9.2.2.6.7 The INP Provider will, when using RCF, send the original ("ported") number over the Interconnection arrangements as the Calling Party Number using the signaling protocol applicable to the arrangements. The INP Requestor will capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c)

intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this paragraph. The appropriate percentage will be applied to the number of minutes of INP traffic in each category to determine the number of minutes eligible for additional "pass through" switched access compensation. Pass through switched access compensation will be paid at the following rates:

For all Intra-LATA Toll and inter-LATA minutes delivered over INP, USWC will pay, in addition to reciprocal compensation, the applicable CCLC for each minute.

9.2.2.6.8 Rates are contained in Appendix A.

9.3 911/E-911 Service

9.3.1 Scope.

9.3.1.1 NAS exchanges to be included in USWC's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.

9.3.1.2 In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, NAS will participate in the provision of the 911 System as described in this Agreement.

9.3.1.2.1 Each Party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.

9.3.1.2.2 USWC, or its agent, will be responsible for maintaining the E-911 Data Base. USWC, or its agent, will provide to NAS an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. The data will be provided in computer readable format.

- 9.3.1.2.3 For selective routing table updates, NAS will negotiate directly with USWC's data base provider for the input of end user data into the USWC Automatic Location Identification ("ALI") data base. NAS will negotiate directly with the Public Safety Answering Point ("PSAP")'s (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI data base. In most cases the selective routing table updates and the ALI data base will be managed by the same provider. NAS assumes all responsibility for the accuracy of the data that NAS provides for MSAG preparation and E-911 Data Base operation.
- 9.3.1.2.4 NAS will provide end user data to USWC's agent for the USWC ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish NAS any variations to NENA recommendations required for ALI data base input.
- 9.3.1.2.5 NAS will provide end user data to USWC's agent for the USWC ALI data base that are MSAG valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
- 9.3.1.2.6 NAS will update its end user records provided to USWC's agent for the USWC ALI data base to agree with the 911 MSAG standards for its service areas.
- 9.3.1.2.7 USWC will provide NAS with the identification of the USWC 911 controlling office that serves each geographic area served by NAS.
- 9.3.1.2.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
- 9.3.1.2.9 USWC will provide NAS with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by NAS to acquire emergency telephone numbers for operators to handle emergency calls in those instances where the NAS end user dials "O" instead

- 9.3.1.2.10 NAS will provide USWC with the ten-digit telephone numbers of each PSAP agency, for which NAS provides the 911 function, to be used by USWC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where the USWC end user dials "O" instead of "911".
- 9.3.1.3 If a third party; i.e., LEC, is the primary service provider to a county, NAS will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and NAS are totally separate from this Agreement and USWC makes no representations on behalf of the third party.
- 9.3.1.4 If NAS is the primary service provider to the county, NAS and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
- 9.3.1.5 NAS will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.
- 9.3.1.6 NAS is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.
- 9.3.1.7 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.
- 9.3.1.8 Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services up to P.01 grade of service.
- 9.3.2 Performance Criteria. E-911 Data Base accuracy shall be as set forth below:
- 9.3.2.1 Accuracy of ALI data will be measured jointly by the PSAPs and USWC in a format supplied by USWC. The reports shall be forwarded to NAS by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.
- 9.3.2.2 Each discrepancy report will be jointly researched by USWC and NAS. Corrective action will be taken immediately by the responsible Party.

- 9.3.2.3 Each Party will be responsible for the accuracy of its end user records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E-911 Data Base.
- 9.3.2.4 For PSAP default routing purposes, NAS will establish separate trunks for the USWC selective router for each PSAP jurisdictional area it serves from a given switch.
- 9.3.2.5 The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the Parties.

9.4 Directory Assistance

- 9.4.1 USWC agrees to (1) provide to NAS's operators on-line access to USWC's directory assistance database; (2) provide to NAS unbranded directory assistance service (3) provide to NAS directory assistance service under the NAS brand (where technically feasible); (4) allow NAS or NAS's designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services. Prices for all of these services will be determined on an individual case basis.
- 9.4.2 The price for directory assistance, provided pursuant to this Agreement, is specified in Appendix A. As an alternative, the Parties may obtain directory assistance service pursuant to retail directory assistance tariffs.
- 9.4.3 The price for directory call completion services is specified in Appendix A, pending the completion of an approved cost study. Additional charges, for USWC IntraLATA Toll services, also apply for completed IntraLATA Toll calls. IntraLATA Toll service shall be available pursuant to the wholesale discount provided in the Resale section of this Agreement. Call completion service is an optional service. NAS may, at its option, request USWC to not provide call completion services to NAS end users.

9.5 White Pages Directory Listings

9.5.1 Scope.

- 9.5.1.1 White Pages Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of NAS's end users in USWC's listing database, based on end user information provided to USWC by NAS. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 9.5.1.4, below.
- 9.5.1.2 NAS will provide in standard, mechanized format, and

USWC will accept at no charge, one primary listing for each main telephone number belonging to NAS's end users. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. NAS will be charged for premium and privacy listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates, less the wholesale discount. If NAS utilizes Remote Call Forwarding for local number portability, NAS can list only one number without charge - either the end user's original telephone number or the NAS-assigned number. The standard discounted rate for an additional listing applies to the other number.

9.5.1.3 USWC will furnish NAS the Listings format specifications. NAS may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between NAS and USWC to determine time frames.

9.5.1.4 NAS grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. NAS hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

9.5.1.4.2 Restrict to USWC's directory assistance -- Prior authorization required by NAS for all other uses. NAS makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond directory assistance. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of NAS's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

9.5.1.5 To the extent that state tariffs limit USWC'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.

9.5.2 USWC Responsibilities

- 9.5.2.1 USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with NAS orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that NAS has supplied USWC the necessary privacy indicators on such Listings.
- 9.5.2.2 USWC will include NAS Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to NAS's Listings.
- 9.5.2.3 USWC will ensure the NAS Listings provided to USWC are included in the white pages directory published on USWC's behalf, in accordance with NAS's selection under Section 9.5.1.4, above.

9.5.3 NAS Responsibilities

- 9.5.3.1 NAS agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
- 9.5.3.2 NAS will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
- 9.5.3.3 NAS represents and warrants the end user information provided to USWC is accurate and correct. NAS further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. NAS shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.
- 9.5.3.4 NAS is responsible for all dealings with, and on behalf of, NAS's end users, including:
 - 9.5.3.4.1 All end user account activity, e.g. end user queries and complaints.
 - 9.5.3.4.2 All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.

- 9.5.3.4.3 Determining privacy requirements and accurately coding the privacy indicators for NAS's end user information. If end user information provided by NAS to USWC does not contain a privacy indicator, no privacy restrictions will apply.
- 9.5.3.4.4 Any additional services requested by NAS's end users.

9.6 Busy Line Verify and Busy Line Interrupt Services

- 9.6.1 Busy Line Verification ("BLV") is performed when one Party's end user requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user operator bureau call, and a charge shall apply whether or not the called party releases the line.
- 9.6.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the end user initiating the BLVI request. The operator bureau will make only one BLVI attempt per end user operator telephone call and the applicable charge applies whether or not the called party releases the line.
- 9.6.3 The rates for Busy Line Verify and Busy Line Verify and Interrupt are specified in Appendix A.
- 9.6.4 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.
- 9.6.5 Each Party shall route BLV/BLVI traffic inquiries over separate direct trunks (and not the local/intraLATA trunks) established between the Parties' respective operator bureaus.

9.7 Toll and Assistance Operator Services

- 9.7.1 Description of Service.

Toll and Assistance refers to functions end users associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by NAS via Collocation arrangements to route calls to NAS's platform.

- 9.7.2 Functions include:

- 9.7.2.1 O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
- 9.7.2.2 Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- 9.7.2.3 O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.
- 9.7.2.4 Automated Branding - ability to announce the carrier's name to the end user during the introduction of the call.
- 9.7.2.5 Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
- 9.7.3 Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
- 9.7.4 Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
- 9.7.5 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
- 9.7.6 Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.
- 9.7.7 Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
- 9.7.8 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- 9.7.9 Specific provisions regarding Operator Services will be addressed in a separate agreement between the Parties.

9.8 Interconnection to Line Information Data Base (LIDB)

9.8.1 Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

9.8.2 Interfaces.

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

9.8.3 LIDB Access.

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

9.8.3.2 The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.8.3.3 The SCP node provides all protocol and interface support. NAS SS7 connections will be required to meet Bellcore's GR905. TR954 and USWC's Technical Publication 77342 specifications.

9.8.3.4 Non-USWC companies will submit LIDB updates via a manual fax process being developed. An electronic capability is being designed to allow NAS to add, update, and delete their line records.

9.8.3.5 It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.

9.8.4 Pricing for LIDB access shall be determined on a case-by-case basis and will be included in a separate LIDB agreement between the Parties.

9.9 Access to Poles, Ducts, Conduits, and Rights of Way

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

9.10 Miscellaneous Ancillary Services.

Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 800 and CMDS.

10. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

USW has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between NAS's and USW's Operations Systems. These gateways provide security for the interface, protecting the integrity of the USW network and its databases. USW's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by USW OSS interfaces and the technology used by each.

10.1 OSS Support for Pre-Ordering, Ordering and Provisioning

10.1.1 LSR (Local Service Request) Ordering Process

10.1.1.1 NAS shall use the Electronic Connections Platforms for orders placed using the LSR Ordering Process when available for the services it supports. The Electronic Connections Platforms includes both the SOAR EDI interface and the IMA GUI interface.

10.1.1.2 The SOAR EDI interface provides a single interface using SSL3 protocol for Pre-Order and Order transactions from NAS to USW and is transaction based, not batch based. The interface standards for the SOAR EDI are compliant with the OBF Local Service Order Guidelines (LSOG), TCIF Customer Service Guideline and the ANSI ASC X12 with exceptions as specified in the IMA disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

10.1.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from NAS to USW and is

browser based. The IMA GUI uses JAVA as the standard.

10.1.1.4 The products that can be ordered via either the SOAR EDI or the IMA GUI interface are listed in the Interconnect & Resale Resource Guide.

10.1.1.5 Functions

10.1.1.5.1 Pre-ordering

Pre-Ordering refers to the set of activities performed in conjunction with placing an order. Packaged as a separate activity, pre-order consists of the following functions: verify an address, check service availability, return Customer Service Record information, check facility availability, check telephone number availability, return telephone numbers, accept telephone numbers, check appointment availability, and reserve an appointment. The Electronic Connections Platforms provide on-line capabilities to perform these functions. Not all functions apply to all products; refer to the Interconnect & Resale Resource Guide for appropriate utilization. These functions are described as follows.

10.1.1.5.1.1 Address Verification

This transaction will verify the end user's address. No detailed facility information (i.e., cable pair) will be returned as part of this transaction.

10.1.1.5.1.2 Service Availability

This transaction will return the list of products and services available for resale in the Central Office serving a particular end user address.

10.1.1.5.1.3 Customer Service Record Retrieval

Gives NAS the ability to request a display of local exchange services and features (CPNI) USW is currently providing to an end user. Rates associated with these services and features will not be displayed.

10.1.1.5.1.4 Facility Availability

For each request that has a potential facility, this transaction will indicate if existing facilities are available or if new facilities are required, and if a technician must be dispatched to provide the facilities requested at the end user's address.

This transaction should be executed for any new line(s) or circuits.

This transaction does not reserve facilities and does not guarantee that facilities will be available when the work order is submitted.

10.1.1.5.1.5 Telephone Number Availability

Enables a telephone number (TN) to be assigned to a line. NAS will be able to accept one or more TNs. If the end user requests a specific number, range of numbers, or a vanity number, NAS must call USW's ISC and the request will be handled manually.

10.1.1.5.1.6 Telephone Number Accept

Allows NAS to select one or more TNs returned by the Telephone Number Availability transaction. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

10.1.1.5.1.7 Appointment Availability

Allows NAS to view a calendar of available appointments.

10.1.1.5.1.8 Appointment Reservation

Enables NAS to select and reserve an available appointment after the appointment availability calendar has been returned to NAS by USW. Once the appointment period has been submitted, USW will return a confirmation number. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

10.1.1.5.2 Ordering and Provisioning

With the pre-ordering steps completed, the requisite information will have been obtained from NAS. 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: submit an LSR, store a service request, request status, receive completion notification, and Firm Order Confirmation (FOC).

10.1.1.5.2.1 Submit LSR

This transaction allows NAS to submit the LSR.

10.1.1.5.2.2 Store Service Request

This transaction allows NAS to store a new or existing SR until the SR is supplemented, canceled, or completed, or for thirty (30) calendar days, whichever occurs first.

10.1.1.5.2.3 Firm Order Confirmation

Once a service request is accepted by USW, the assigned service order number(s) is returned to NAS. This may not happen in real time. NAS can then use the service order number(s) or the PON(s) to status the work order. Firm Order Confirmation means that USW has received the service request, issued the order, and assigned an order number for tracking. In addition, it confirms the dates USW will meet.

10.1.1.5.2.4 Status Query/Response

This transaction will allow NAS to obtain the status of a work order. USW will return the current status for the specified work order.

Note: This status request is issued by NAS on demand.

10.1.1.5.2.5 Completion Notification

This transaction notifies NAS that the service request has been completed. If NAS is using IMA GUI, this notification is provided via a daily batch update. If NAS is using EDI SOAR, this

notification is provided upon completion of the LSR.

10.1.1.6 Forecast of Usage

10.1.1.6.1 USW requires that NAS supply USW with a forecast of anticipated products to be ordered through the Electronic Connections Platforms. USW will use the product forecast to determine NAS's capacity on the IMA GUI or SOAR EDI server.

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

10.1.1.6.3 When NAS requests over twenty simultaneous connections, USW requires the use of a T1 line instead of dial-up capabilities.

10.1.2 ASR (Access Service Request) Ordering Process

10.1.2.1 USW proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to USW from NAS. It is NAS's responsibility to obtain the appropriate software to interface with USW's EXACT system.

10.1.2.2 The Products that can be ordered electronically via EXACT using the ASR process are listed in the Interconnect & Resale Resource Guide.

10.1.2.3 Functions

10.1.2.3.1 Submit ASR

This transaction allows NAS to submit the ASR.

10.1.2.3.2 Firm Order Confirmation

Once an ASR is accepted by USW, the assigned service order number(s) is returned to NAS. Firm Order Confirmation means that USW has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates USW will meet.

10.1.3 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from NAS to USW. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables NAS listing data to be translated and passed into the USW listing database. After USW's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to NAS via an EDI 855 transaction.

10.1.4 USW will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to NAS consistent with the provisions of this Section.

10.2 Maintenance and Repair

10.2.1 Repair functions allow NAS to report trouble with communications circuits and POTS and design services provided by USW.

10.2.2 NAS shall use the Electronic Connections Platforms for reporting trouble. The Electronic Connections Platforms are comprised of either the MEDIACC Electronic Bonding (EB) interface or the IMA GUI interface.

10.2.3 The MEDIACC Electronic Bonding (EB) interface uses CMIP protocol over X.25 packet switching network using ANSI T1M1.5 227/228 standards.

10.2.4 The IMA GUI also provides a single interface for trouble reporting from NAS to USW and is browser based. The IMA GUI interface uses a Berkley Socket interface using ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI Interface currently supports trouble reporting for POTS and design services.

10.2.5 Functions

10.2.5.1 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 Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes have been summarized and will be made available to NAS in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.

- 10.2.5.1.1 Open Trouble Report - Gives NAS the capability to open a TR with USW. Once a TR has been successfully opened, USW sends an electronic transaction to NAS identifying information about the TR (e.g., Commitment Date and Tracking Number).
- 10.2.5.1.2 Modify Trouble Report - Allows NAS to modify the trouble severity (for example; change from "service affecting" to "out of service") and trouble narrative on a TR until it has been cleared. This transaction is currently only supported for POTS.
- 10.2.5.1.3 Status Change Notification - Provides notification to NAS that the status of a previously opened TR has changed. If NAS is using EB, NAS will receive this notification via an electronic transaction. If NAS is using the IMA GUI Interface, NAS will receive this notification via email and/or fax.
- 10.2.5.1.4 View Trouble Report Status/Trouble Report Status Request - If NAS is using IMA GUI, allows NAS to view the status of an opened Trouble Report. If NAS is using EB, USW sends an electronic transaction to NAS with the status of an opened TR after NAS sends an electronic transaction to request the status.
- 10.2.5.1.5 Cancel Trouble Report - Allows NAS to request to cancel a previously opened TR. Once a request to cancel is received, an orderly cessation of the trouble resolution process begins. If USW has completed any work before

the trouble resolution process is stopped, charges to NAS may apply.

- 10.2.5.1.6 Trouble Report History - Provides NAS with historical information on up to the last three trouble reports. For POTS, the disposition and trouble report date and time are provided. For design services, the trouble report date and time, a text description of the disposition, the USW Trouble Report Number, and the trouble type are provided. This transaction is currently only available via IMA GUI.
- 10.2.5.1.7 Resubmit/Delete - Trouble reports can be resubmitted or deleted via IMA GUI if, prior to entering USW's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered USW's OSS. This transaction is currently only available via IMA GUI.
- 10.2.5.1.8 Close a Trouble Report - For POTS, USW closes the TR once work is complete. For design services, USW sends NAS a request for verification to close. NAS then authorizes or denies the closure. NAS has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed.

USW provides notification to NAS that a TR has been closed because the trouble was resolved. Additional information, (e.g., disposition, disposition description, outage duration, maintenance of service, charge indicator) are also included. If NAS is using EB, NAS will receive this response via an electronic transaction. If NAS is using the IMA GUI Interface, NAS will receive this response via email and/or fax.

10.3 Hours of Operation

USW Operational Support Systems will be available to NAS consistent with the USW retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

10.4 Billing

- 10.4.1 For products billed out of the USW IABS system, USW will utilize the existing CABS/BOS format and technology for the transmission of bills.
- 10.4.2 For products billed out of the USW CRIS systems, USW will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (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.

10.5 Outputs

Output information will be provided to NAS 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 NAS 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

10.5.1 Bills

- 10.5.1.1 CRIS Summary Bill - The CRIS (Customer Record Information System) Summary Bill represents a monthly summary of charges for most wholesale products sold by USW. 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. This provides one bill and one payment document for NAS. These bills are segmented by state and bill cycle. The number of bills received by NAS is dictated by the product ordered and the USW region in which NAS is operating. These bills are as described in the Interconnect Resources and Resale Guide.
- 10.5.1.2 IABS Bill - The IABS (Interexchange Access Billing System) 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, LATA, billing account number (BAN) and bill cycle. The list of products and the bill

media can be found in the Interconnect Resource and Resale Guide.

10.5.2 Files and Reports

10.5.2.1 Daily Usage Record File

This 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. This information is a file of unrated USW originated usage messages and rated NAS originated usage messages. It is provided in ATIS standard 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. USW will provide this data to NAS with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today. This file will be provided for the following list of products:

Resale
Unbundled Switch

The charge for this Daily Usage Record File is contained in Part H of this Agreement.

Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - USW will distribute in-region intraLATA collect, calling card, and third number billed messages to NAS and exchange with other Co-Providers 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.

10.5.2.2 Loss Report - Provides NAS with a daily (Saturday - Sunday) report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed LSP (Local Service Provider) 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:

- Interim Number Portability
- Resale
- Unbundled Loop
- Unbundled Line-side Switch

This report media is described in the Interconnect Resource and Resale Guide.

10.5.2.3 Completion Report - Provides NAS with a daily (Saturday - Sunday) report. This report is used to advise NAS 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:

- Interim Number Portability
- Resale
- Unbundled Loop
- Unbundled Line-side Switch

This report media is described in the Interconnect Resource and Resale Guide.

10.5.2.4 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access usage information between USW and NAS. Category 1101 series records are used to exchange detailed access usage information.

Category 1150 series records are used to exchange summarized meet Point billed access minutes-of-use.

These mechanized records are available from USW in the following formats:

- NDM (direct connect or dial-up)
- Comet
- Tape
- Cartridge

10.5.2.5 SAG/FAM Files- The SAG (Street Address Guide)/ FAM (Facility Availability Matrix) files contain the following information:

SAG provides: - Address and Serving Central Office Information.

FAM provides: - USOCs and descriptions by state - (POTS services only). 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 (Network Data Mover) connectivity, or a Web browser.

10.6 Modifications to OSS Interfaces

NAS and USW 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 Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three months of initiating each review and to implement the changes within nine months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

- 10.6.1 In the course of establishing operational ready system interfaces between USW and NAS to support local service delivery, NAS and USW may need to define and implement system interface specifications that are supplemental to existing standards. NAS and USW will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.
- 10.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. USW will provide to NAS the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to NAS three weeks prior to the release date. NAS is required to upgrade to the current release within six months of the installation date.
- 10.6.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

10.7 NAS Responsibilities for Implementation of OSS Interfaces

- 10.7.1 Before any NAS implementation can begin, NAS must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the USW account manager and details information needed by USW to establish service for NAS.
- 10.7.2 Once USW receives a complete and accurate New Customer Questionnaire, USW and NAS will mutually agree upon time frames for NAS implementation.
- 10.7.3 If using the SOAR EDI interface, USW will provide NAS with a copy of the Production Readiness Verification document. NAS is obligated to meet the requirements specified in the Production Readiness Verification document regardless of whether NAS chooses to participate in the Production Readiness Verification Test.

10.8 NAS Responsibilities for On-going Support for OSS Interfaces

- 10.8.1 If using the IMA GUI interface, NAS must work with USW to train NAS personnel on the IMA GUI functions that NAS will be using. USW and NAS shall concur on which IMA GUI functions should be included in NAS's training.
- 10.8.2 An exchange protocol will be used to transport EDI formatted content. NAS must perform certification testing of exchange protocol prior to using SOAR EDI.
- 10.8.3 If NAS is using SOAR EDI, USW shall provide NAS with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of NAS to schedule an appointment with USW for certification of its business scenarios. NAS 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 NAS, it is the sole responsibility of NAS 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 USW, USW will honor NAS's schedule through the use of alternative hours.
- 10.8.4 If NAS is using the SOAR EDI interface, NAS must work with USW to certify the business scenarios that NAS will be using in order to ensure successful transaction processing. USW and NAS shall mutually agree to the business scenarios for which NAS is required to be certified. Certification is granted only for a specific release of SOAR EDI. New releases of SOAR EDI may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the USW Coordinator in conjunction with the release manager of each SOAR EDI release.

Notice of the need for re-certification will be provided to NAS three weeks prior to the release date.

- 10.8.5 In the event of Electronic Interface trouble, NAS shall use its best efforts to isolate and resolve the trouble using the guidelines provided in the Production Readiness Verification document. If NAS cannot resolve the problem, then NAS should contact the LSP Systems Help Desk. The LSP Systems Help Desk is NAS's Single Point of Contact for Electronic Interface trouble.

10.9 LSP Systems Help Desk

- 10.9.1 The LSP Systems Help Desk will provide a single point of entry for NAS to gain assistance in areas involving connectivity; system availability of SOAR EDI and IMA GUI; and File Outputs. These areas are further described below.

10.9.1.1 Connectivity

Connectivity covers trouble with NAS's access to the USW System for Hardware configuration requirements with relevance to SOAR EDI and IMA GUI; software configuration requirements with relevance to SOAR EDI and IMA GUI; modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

10.9.1.2 System Availability of SOAR EDI and IMA GUI System

System availability covers system errors generated during an attempt by NAS to place orders or open trouble reports through SOAR EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

10.9.1.3 File Outputs

File Outputs covers NAS'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.

- 10.9.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

10.9.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays.

10.10 Compensation / Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of an appropriate cost docket hearing. For any systems charges not included in an appropriate cost docket hearing and that pertain to any of the OSS provisions contained herein, rates will be established on an individual case basis.

11. RESALE

11.1 Description

- 11.1.1 USWC Basic Exchange Telecommunications Service and Basic Exchange Switched Features (as defined in Section 3) and IntraLATA Toll originating from USWC exchanges will be available for resale from USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement and applicable discounts.
- 11.1.2 The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement and certain other USWC services are available for resale but at no discount, as identified in Appendix A or in individual state tariffs. The availability of services and applicable discounts identified in Appendix A or in individual tariffs are subject to change pursuant to the Rates and Charges sub-section of this Resale section.

11.2 Scope

- 11.2.1 Basic Exchange Telecommunications Service, Basic Exchange Switched Features and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which USWC sells such services e.g., residence service may not be resold to business end users.
- 11.2.2 USWC shall provide to NAS services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are substantially equal to the intervals USWC provides these services to others, including its end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

11.3 Ordering and Maintenance

- 11.3.1 NAS, or NAS's agent, shall act as the single point of contact for its needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. NAS shall make it clear to its end users that they are end users of NAS for resold services. NAS's end users contacting USWC will be instructed to contact NAS; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit USWC from discussing its products and services with NAS's end users who call USWC for any reason.
- 11.3.2 NAS shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to NAS. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to NAS for that portion of the service provided to NAS should NAS's end user, a new service provider, or NAS request service be discontinued to the end user. USWC will notify NAS by FAX, OSS, or other processes when an end user moves to another service provider. USWC will not provide NAS with the name of the other Reseller or service provider selected by the end user. The Parties agree that they will not transfer to each other their respective end users whose accounts are in arrears. The Parties further agree that they will work cooperatively together to develop the standards and processes applicable to the transfer of such accounts.
- 11.3.3 NAS shall provide USWC and USWC shall provide NAS with points of contact for order entry, problem resolution and repair of the resold services.
- 11.3.4 Prior to placing orders on behalf of the end user, NAS shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of NAS. Such selection may be obtained in the following ways:
- 11.3.4.1 The end user's written Letter of Authorization or LOA.
 - 11.3.4.2 The end user's electronic authorization by use of an 800 number,

- 11.3.4.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).
- 11.3.4.4 A prepaid returnable postcard supplied by NAS which has been signed and returned by end user. NAS will wait fourteen (14) days after mailing the postcard before placing an order to change.
- 11.3.5 NAS shall make POAs available to USWC upon request. Prior to placing orders that will disconnect a line from another Reseller's account NAS is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. Should an end user dispute or a discrepancy arise regarding the authority of NAS to act on behalf of the end user, NAS is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and NAS's written evidence of its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If NAS does not provide the POA within three (3) business days, or if the end user disputes the authority of the POA, then the NAS must, by the end of the third business day:
 - 11.3.5.1 notify USWC to change the end user back to the previous Reseller or service provider, and
 - 11.3.5.2 provide any end user information and billing records NAS has obtained relating to the end user to the previous Reseller, and
 - 11.3.5.3 notify the end user and USWC that the change has been made, and
 - 11.3.5.4 remit to USWC a charge of \$100.00 ("slamming charge") as compensation for the change back to the previous Reseller or service provider.
- 11.3.6 If an end user is switched from NAS back to USWC and there is a dispute or discrepancy with respect to such change in service provider, NAS may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to NAS (or other previous Reseller) without imposition of any Customer Transfer Charge.
- 11.3.7 NAS shall designate the Primary Interexchange Carrier (PIC)

assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

- 11.3.8 When end users switch from USWC to NAS, or to NAS from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USWC shall take no action to prevent NAS end users from retaining their current telephone numbers.
- 11.3.9 NAS and USWC will employ the procedures for handling misdirected repair calls as specified in the Coordinated Repair Calls section of this Agreement.

11.4 NAS Responsibilities

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

- The type and quantity of service(s) which will be offered
- NAS's anticipated order volume
- NAS's key contact personnel

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

- 11.4.5 In the event USWC terminates the provisioning of any resold services to NAS for any reason, including disconnection of NAS for failure to make payment as required herein, NAS shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to NAS's end users. USWC will provide notice to NAS of USWC's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

11.5 Rates and Charges

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

However, state Commissions may do any of the following (collectively referred to hereinafter as "Order") during the term of this Agreement:

- establish wholesale discount rates through decisions in arbitration, interconnection and/or resale cost proceedings;
- establish other recurring and nonrecurring rates related to resale, including but not limited to Customer Transfer Charges and Slamming Charges ("Other Resale Charges"); and
- order that certain services be made available for resale at specified wholesale discount rates.

If a state Commission orders services to be available for resale, the Parties agree that they will, on a state-by-state basis, revise Appendix A to incorporate the services determined by such Order into this Agreement, effective on the date ordered by a Commission. When a state Commission, through a decision in arbitration, identifies services that must be available for resale at wholesale discount rates, such decision shall be deemed to have defined that such services are generally available to Resellers in that state. If a state Commission 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, on a state-by-state basis, revise Appendix A to incorporate such wholesale discount rates and/or Other Resale Charges into this Agreement effective on the date ordered by a Commission; provided, however, that USWC shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.

The rates for those resold services initially included in the wholesale pricing arrangement under this Agreement shall be subject to true-up to the wholesale discount rates established by a Commission Order making such rates generally available to Resellers or established by a resale tariff, retroactively to the effective date of this Agreement. Any true-up shall be on a service-by-service basis if wholesale discount rates are established by a Commission on such a basis.

Services excluded from the wholesale pricing arrangement under this Agreement as identified in Appendix A, shall be made available on a going forward basis from the date of a Commission Order that orders such services be made generally available to any Reseller in the state where such a Commission Order is issued. Such services shall be available at the discount rate applicable to basic exchange business service identified in Appendix A; provided, however, that when a Commission Order establishes wholesale discount rates for such services as generally available to Resellers, Appendix A shall be revised to incorporate the wholesale discount rates generally available to Resellers.

If a state Commission fails to issue such an Order or make effective such a tariff by the end of the first year of this Agreement, either USWC or NAS may elect to renegotiate this Section of the Agreement.

- 11.5.2 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to NAS for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale Tariff. The new rate will be effective upon the Tariff effective date.
- 11.5.3 A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to NAS. Tariffed, non-recurring charges will apply to new installations.
- 11.5.4 A Subscriber Line Charge (SLC) will continue to be paid by NAS 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.

- 11.5.5 NAS will pay to USWC the PIC change charge without discount associated with NAS end user changes of inter-exchange or intraLATA carriers.
- 11.5.6 NAS agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A as such may be amended pursuant to Section 11.5.1 above (e.g., continuous redial, last call return, call back calling, call trace, etc.).
- 11.5.7 Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if NAS requests that facilities be constructed or enhanced to provide resold services, USWC will review such requests on a case-by-case basis and determine, in its sole discretion, if it is economically feasible for USWC to build or enhance facilities. If USWC decides to build or enhance the requested facilities, USWC will develop and provide to NAS a price quote for the construction. If the quote is accepted, NAS will be billed the quoted price and construction will commence after receipt of payment.
- 11.5.8. Nonrecurring charges will not be discounted and will be billed at the applicable Tariff rates.
- 11.5.9 As a part of the resold line, USWC provides and NAS accepts, at this time, operator services, directory assistance, and intraLATA long distance with standard USWC branding. NAS is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of USWC. However, at the request of NAS and where technically feasible, USWC will rebrand operator services and directory assistance in NAS's name, provided the costs associated with such rebranding are paid by NAS.

11.6 Collateral and Training

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

11.7 Directory Listings

USWC will accept at no charge one primary listing for each main telephone number belonging to NAS's end user based on end user information provided to USWC by NAS. USWC will place NAS's listings in USWC's directory listing database for directory assistance purposes and will make listings available to

directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in the Ancillary Services and Arrangements section of this Agreement.

11.8 Billing

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

11.9 Deposit

- 11.9.1 USWC may require NAS to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing Reseller is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period.
- 11.9.2 When the service is terminated, or when NAS has established satisfactory credit, the amount of the initial or additional deposit, with any interest due as set forth in applicable Tariffs, will, at NAS's option, either be credited to NAS's account or refunded. Satisfactory credit for a Reseller is defined as twelve consecutive months service as a Reseller without a termination for nonpayment and with no more than one notification of intent to terminate service for nonpayment. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.

11.10 Payment

- 11.10.1 Amounts payable under this Resale Section are due and payable within thirty (30) days after the bill date of USWC's invoice. During the initial three billing cycles of this Agreement, NAS and USWC agree that undisputed amounts shall be paid as provided herein. NAS and USWC further agree that, during said three billing cycle period, they will cooperate to resolve amounts in dispute or billing

process issues in a timely manner but no later than sixty (60) days after the bill date of USWC's invoice or identification and notice of the billing process issue. Disputed amounts will be paid within thirty (30) days following resolution of the dispute.

- 11.10.2 After the three (3) month period outlined above, NAS will pay the bill in full within 30 days after the bill date of the invoice. Billing disputes will be processed and jointly resolved. Any disputed amounts that USWC remits to NAS will be credited on the next billing cycle including an interest credit of 1.5% per month compounded.
- 11.10.3 A late payment charge of 1.5% applies to all billed balances which are not paid by 30 days after the bill date shown on the invoice. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.4 USWC may discontinue processing orders for the failure by NAS to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on NAS's bill. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.5 USWC may disconnect for the failure by NAS to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on NAS's bill. NAS will pay the Tariff charge required to reconnect each end user line disconnected pursuant to this paragraph. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.6 Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
- 11.10.7 USWC shall credit NAS's account the amount due for any trouble or out-of-service conditions in the same manner that USWC credits the accounts of its own end users and pursuant to any applicable provisions in USWC's Tariffs. USWC shall reflect the amount of such credits on an individual end user telephone number basis in the billing information USWC provides NAS.

- 11.10.8 In the event billing disputes relate to service quality issues, the dispute shall be referred to the USWC account executive assigned to NAS who will evaluate the facts and circumstances of the service quality issues and will work with NAS to resolve the dispute.

12. ACCESS TO TELEPHONE NUMBERS

12.1 Number Resources Arrangements.

- 12.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
- 12.1.2 To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all NAS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- 12.1.3 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- 12.1.4 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- 12.1.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- 12.1.6 Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to NAS in accordance with national guidelines at no charge.

12.1.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

13. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

14. U S WEST DEX ISSUES

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

15. ACCESS TO DATABASES

In accordance with Section 271 of the Act, USWC shall provide NAS with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of NAS traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be requested by NAS via a Bona Fide Request.

16. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

17. REFERRAL ANNOUNCEMENT

When an end user changes from USWC to NAS, or from NAS to USWC, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

18. COORDINATED REPAIR CALLS

- 18.1 NAS and USWC will employ the following procedures for handling misdirected repair calls;
- 18.1.1 NAS and USWC will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.
 - 18.1.2 End users of NAS shall be instructed to report all cases of trouble to NAS. End users of USWC shall be instructed to report all cases of trouble to USWC.
 - 18.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
 - 18.1.4 NAS and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
 - 18.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. Either Party may respond with accurate information in answering end user questions.

19. BONA FIDE REQUEST PROCESS

- 19.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USWC shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to unbundled Network Elements, if available, and the technical feasibility of new/different points of Interconnection. USWC will administer the BFR Process in a non-discriminatory manner.
- 19.2 A BFR shall be submitted in writing and on the appropriate USWC form for BFRs. The form will request, and NAS will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, NAS must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of NAS to provide the services that it seeks to offer, and that NAS's ability to compete would be significantly impaired or thwarted

without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, NAS must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by NAS.

- 19.3 Within 15 business days of its receipt, USWC shall acknowledge receipt of the BFR and in such acknowledgment advise NAS of missing information, if any, necessary to process the BFR. Thereafter, USWC shall promptly advise NAS of the need for any additional information that will facilitate the analysis of the BFR.
- 19.4 Within 30 calendar days of its receipt of the BFR and all information necessary to process it, USWC shall provide to NAS a preliminary analysis of the BFR. The preliminary analysis shall specify USWC's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
 - 19.4.1 If USWC determines during the 30 day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USWC shall advise NAS as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - 19.4.2 If USWC determines during the thirty day period that the BFR qualifies under the Act, it shall notify NAS in writing of such determination within ten days.
 - 19.4.3 As soon as feasible, but in any case within 90 days after USWC notifies NAS that the BFR qualifies under the Act, USWC shall provide to NAS a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- 19.5 If USWC has indicated minimum volume and term commitments, then within 30 days of its receipt of the BFR quote, NAS must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- 19.6 If NAS has agreed to minimum volume and term commitments under the preceding paragraph, NAS may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation NAS will pay USWC's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.

- 19.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

20. AUDIT PROCESS

20.1 "Audit" shall mean the comprehensive review of:

20.1.1 Data used in the billing process for services performed and facilities provided under this Agreement; and

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

20.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

20.2.1 Either Party may request to perform an Audit.

20.2.2 The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.

20.2.3 The Audit shall occur during normal business hours.

20.2.4 There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.

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

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

20.2.7 All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.

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

- 20.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
- 20.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- 20.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).
- 20.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, NAS and USWC will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

21. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- 21.1 The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, if available, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.
- 21.2 NAS and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.
- 21.3 Until such time that such an agreement is executed, NAS may choose to block such calls, or NAS will agree to back-bill and compensate retroactively for such

calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

21.3.1 Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

21.3.2 Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the separate agreement referenced in this section.

22. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- 22.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- 22.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- 22.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 22.4 Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 22.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service provider, thus permitting the service provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be

made without the mutual agreement of the Parties.

23. CONSTRUCTION CHARGES

23.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Network Elements to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Network Elements specifically provided for in this Agreement, USWC will consider requests to build additional or further facilities for network Interconnection and access to Network Elements as described in this Section.

23.2 Resale

Construction charges associated with the resale of services will be applied in the same manner that construction charges apply to USWC's retail end users. Contracts may be negotiated on an individual case basis when construction is required for large retail or resale customers.

23.3 LIS and Interoffice Transport

To the extent that USWC constructs facilities for LIS services and/or interoffice transport, NAS will provide USWC with a forecast of interoffice trunks and switch ports. USWC will perform a validated traffic engineering estimate based on the forecasted demand and will then negotiate an agreed upon quantity of interoffice trunks and switch ports with NAS before constructing facilities. If NAS's forecasted quantity exceeds USWC's validated traffic engineering estimate, and if USWC finds it necessary to construct added facilities, then construction charges will apply to the exceeded quantity. USWC will track utilization of trunks, and when minimum trunk utilization requirements are not met, a recurring charge will apply for all unused trunks below the minimum utilization level.

23.4 Unbundled Network Elements

USWC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If USWC constructs to fulfill NAS's request for unbundled Network Elements, USWC will bid this construction on a case-by-case basis. USWC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge.

23.5 All necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

23.6 A quote for NAS's portion of a specific job will be provided to NAS. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, NAS will be billed the quoted price and construction will commence after receipt of payment. If NAS chooses not to have USWC construct the

facilities, USWC reserves the right to bill NAS for the expense incurred for producing the engineered job design.

- 23.7 In the event a construction charge is applicable, NAS's service application date will become the date upon which USWC receives the required payment.

24. SERVICE PERFORMANCE RESULTS

- 24.1 USWC agrees to provide to NAS the same level of service that USWC provides to itself and/or its affiliates as determined by measuring and comparing a statistically significant number of activities listed below.

- 24.1.1 For those services procured by NAS and unless otherwise noted below, USWC shall measure its results and those of its affiliates as a percentage. USWC shall also measure the percentage results of NAS.

NAS agrees to measure its performance related to these performance indicators in providing service to USWC.

- 24.1.2 In some instances, USWC may not provide the listed service to itself or its affiliates. If USWC does not provide a statistically significant number of a listed activity for itself or its affiliates, USWC will provide data which will allow comparison between NAS's performance results and the average performance results of the same performance indicator for a statistically significant number of total activities provided to all other Co-Providers within the state in which the service was provided.

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

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

Resale Indicators

Residence Installation Intervals Offered (Facilities in Place)
Business Installation Intervals Offered (Facilities in Place)
Firm Order Confirmations within 48 hours (DS0) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS1) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS3) (Facilities in Place)
Firm Order Confirmations within 48 hours (Switched) (Facilities in Place)

Average Installation Intervals Delivered (Residence) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (Business) (Facilities in Place) (Days and Hours)

Average Installation Intervals Delivered (DS0) (Facilities in Place) (Days

and Hours)
Average Installation Intervals Delivered (DS1) (Facilities in Place) (Days
and Hours)
Average Installation Intervals Delivered (DS3) (Facilities in Place) (Days
and Hours)
Average Installation Intervals Delivered (Switched) (Facilities in Place) (Days
and Hours)

Residence Installation Commitments Met (Facilities in Place)
Business Installation Commitments Met (Facilities in Place)
Designed Installation Commitments Met (DS0) (Facilities in Place)
Designed Installation Commitments Met (DS1) (Facilities in Place)
Designed Installation Commitments Met (DS3) (Facilities in Place)
Designed Installation Commitments Met (Switched) (Facilities in Place)
Co-Provider-caused Installation Misses

Residence Disconnect Commitments Met
Business Disconnect Commitments Met

Residence Installation Reports (Repair Report After Installation) Within 7 Days
Business Installation Reports (Repair Report After Installation) Within 7 Days
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS0)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS1)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (DS3)
Designed Installation Reports (Repair Report After Installation) Within 30 Days (Switched
Access)

Residence Percent Out of Service Cleared < 24 hours

Business Percent Out of Service Cleared in < 24 hours
Designed Percent Out of Service Cleared < 4 hours (DS0)
Designed Percent Out of Service Cleared in < 4hours (DS1)
Designed Percent Out of Service Cleared < 4 hours (DS3)
Designed Percent Out of Service Cleared in < 4 hours (Switched)

Residence Percent Out of Service and Service Affecting Cleared < 48 hours
Business Percent Out of Service and Service Affecting Cleared < 48 hours

Residence Repair Commitments Met
Business Repair Commitments Met

Residence Repair Repeated Reports Within 30 Days
Business Repair Repeated Reports Within 30 Days
Designed Repair Repeated Reports Within 30 Days (DS0)
Designed Repair Repeated Reports Within 30 Days (DS1)
Designed Repair Repeated Reports Within 30 Days (DS3)
Designed Repair Repeated Reports Within 30 Days (Switched)

Residence Report Rate per 100 Lines
Business Report Rate per 100 Lines
Co-Provider-caused Trouble Reports

Unbundled Loop Indicators
Firm Order Confirmations Within 48 hours (Facilities in Place) 2 Wire

Firm Order Confirmations Within 48 hours (Facilities in Place) 4 Wire
Average Installation Intervals Delivered (Facilities in Place) 2 Wire (Days and Hours)
Average Installation Intervals Delivered (Facilities in Place) 4 Wire (Days and Hours)
Percent Installation Commitments Met (Facilities in Place) 2 Wire
Percent Installation Commitments Met (Facilities in Place) 4 Wire
Installation Reports Within 30 Days 2 Wire
Installation Reports Within 30 Days 4 Wire
Percent Out of Service Cleared in < 24 hours 2 Wire
Percent Out of Service Cleared in < 24 hours 4 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 2 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 4 Wire
Mean Time to Restore 2 Wire
Mean Time to Restore 4 Wire
Repair Repeated Reports Within 30 Days 2 Wire
Repair Repeated Reports Within 30 Days 4 Wire

LIS Trunk Indicators

Firm Order Confirmations Within Six Days (Facilities in Place)
Average Installation Intervals Delivered (Facilities in Place) (Days and Hours)
Installation Commitments Met (Facilities in Place)
Installation Reports Within 30 Days
Out of Service Cleared in < 4 hours
Repair Repeated Reports Within 30 Days
Co-Provider-caused Trouble Reports

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

with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

25. IMPLEMENTATION SCHEDULE

- 25.1 Within six months from the date of final approval of this Agreement, the Parties agree to make a good faith effort to complete each of the following interconnection arrangements:
- 25.1.1 Two-way trunk groups, as listed in Section 6.7.2 herein, necessary for the mutual exchange of traffic.
 - 25.1.2 E-911 trunking and database access.
 - 25.1.3 SS7 Interconnection and Certification.
 - 25.1.4 Directory Listings Arrangements and Directory Assistance Interconnection.
 - 25.1.5 Access to Unbundled Loops in at least one wire center.
 - 25.1.6 Completion of Physical Collocation arrangements in at least one USWC Wire Center.
 - 25.1.7 Completion of inter-carrier billing arrangements necessary for the joint provision of Switched Access Services and for reciprocal traffic exchange.

26. MISCELLANEOUS TERMS

26.1 General Provisions

- 26.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule.
- 26.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 26.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.

- 26.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 26.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

26.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on November 1, 2001, and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers.

- 26.2.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160 day notice period.
- 26.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section 26.2 above, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

26.3 Letter of Authorization

Where so indicated in specific sections of this Agreement, NAS is responsible to have a Letter of Authorization. NAS is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with USWC, the provision of service by NAS, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of NAS to act on behalf of the end user, NAS is responsible for providing written evidence of its authority to USWC.

26.4 Payment

- 26.4.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
- 26.4.2 Except as specified in the Resale section of this Agreement or elsewhere in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.
- 26.4.3 Should NAS dispute any portion of the monthly billing under this Agreement, NAS will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. NAS shall pay all amounts due. Both NAS and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in NAS's favor, USWC will reimburse NAS the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.
- 26.4.4 If NAS is repeatedly delinquent in making its payments, USWC may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to USWC in its sole discretion, or some other form of mutually acceptable security.
- 26.4.5 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 NAS's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by NAS. The fact that a deposit has been made does not relieve NAS from any requirements of this Agreement.

26.5 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible

for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

26.6 Force Majeure

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

26.7 Limitation of Liability

26.7.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

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

26.7.3 Neither Party shall be liable to the other under this Agreement 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.

26.7.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.

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

26.8 Indemnity

26.8.1 With respect to third party claims, 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.

26.8.2 The indemnification provided herein shall be conditioned upon:

26.8.2.1 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.

26.8.2.2 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.

26.8.2.3 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.

26.9 Intellectual Property

26.9.1 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.

- 26.9.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
- 26.9.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.
- 26.9.4 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. NAS may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of USWC or its affiliates without execution of a separate agreement between the Parties.
- 26.9.5 NAS shall not, without the express written permission of USWC, state or imply that; 1) NAS is connected, or in any way affiliated with USWC or its affiliates, 2) NAS is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying NAS and its goods and services, or 4) with respect to NAS advertising or promotional activities or materials, that the

resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent NAS from truthfully describing the Network Elements it uses to provide service to its end users.

- 26.9.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, NAS may use the phrase “NAS is a reseller of U S WEST Communications services” (the “Authorized Phrase”) in NAS’s printed materials provided:
- 26.9.6.1 The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by NAS.
 - 26.9.6.2 NAS’s use of the Authorized Phrase does not, in USWC’s sole discretion, cause end users to believe that NAS is USWC.
 - 26.9.6.3 The Authorized Phrase, when displayed, appears only in text form (NAS may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of NAS’s name and in no event shall exceed 8 point size.
 - 26.9.6.4 NAS shall provide all printed materials to USWC for its prior written approval.
 - 26.9.6.5 If USWC determines that NAS’s use of the Authorized Phrase causes end user confusion, USWC may in its sole discretion, immediately terminate NAS’s right to use the Authorized Phrase.
 - 26.9.6.6 Upon termination of NAS’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 NAS shall immediately cease any and all such use of the Authorized Phrase. NAS shall either promptly return to USWC or destroy all materials in its possession or control displaying the Authorized Phrase.
- 26.9.7 NAS acknowledges the value of the marks “U S WEST” and “S WEST Communications” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USWC respectively (the “Owners”). NAS recognizes that nothing contained in this Agreement is intended as an assignment or grant to NAS 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. NAS will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. NAS will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

26.10 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

26.11 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

26.12 Default

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

26.13 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied,

against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26.14 Severability

In accordance with Section 1 of this Agreement, if one or more of the provisions contained herein must be modified because of changes in Existing Rules or modifications to arbitration proceedings, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act. In all other respects, the provisions of this Agreement are not severable.

26.15 Nondisclosure

26.15.1 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 publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

26.15.2 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.

26.15.3 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.

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

26.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

26.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or

26.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

26.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

26.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

26.15.4.6 is approved for release by written authorization of the disclosing Party; or

26.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

26.16 Survival

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

26.17 Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur in Denver, Colorado. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

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.

26.18 Controlling Law

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

26.19 Joint Work Product

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

26.20 Responsibility for Environmental Contamination

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

26.21 Notices

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

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

copy to: US WEST Law Department
General Counsel
1801 California, Room 5100
Denver, CO 80202

NAS
Until March 31, 2000:
100 Carpenter Drive
Sterling, VA 20164
ATTN: General Counsel

After March 31, 2000:
13650 Dulles Technology Drive
Herndon, VA 20171
ATTN: General Counsel

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

26.22 Responsibility of Each Party

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

during the performance of that Party's obligations hereunder.

26.23 No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

26.24 Referenced Documents

All references to Sections or Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, NAS practice, USWC 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, NAS practice, USWC practice, or publication of industry standards.

26.25 Publicity and Advertising

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

26.26 Amendment

NAS and USWC 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.

26.27 Executed in Counterparts

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

26.28 Headings of No Force or Effect

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.

26.29 Cancellation Charges

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

26.30 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

26.31 Compliance

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

26.32 Compliance with the Communications Law Enforcement Act of 1994 (“CALEA”)

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

26.33 Cooperation

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

26.34 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.

Network Access Solutions Corporation *

U S WEST Communications, Inc. *

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

* This Agreement is made pursuant to Section 252 (i) of the Act and is premised upon the Interconnection Agreement between NorthPoint Communications, Inc. and U S WEST Communications, Inc. (the "Underlying Agreement"). The Underlying Agreement was approved by the Commission on January 26, 2000.

With respect to this Agreement, the Parties understand and agree:

i) The Parties shall request the Commission to expedite its review and approval of this Agreement.

ii) Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, U S WEST may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

iii) This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged. In addition, there is uncertainty in the aftermath of the Supreme Court's decision in AT&T Corp, et al. v. Iowa Utilities Board. Based on that uncertainty, and the regulatory and judicial proceedings

which will occur as a result of that decision, the Parties acknowledge that this Agreement may need to be changed to reflect any changes in law. The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the Proceedings, although the pricing does reflect the Commission's most current generic order, if any. Accordingly, when a final, decision or decisions are made in the Proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement. In addition, to the extent rules or laws are based on regulatory or judicial proceedings as a result of the recent Supreme Court decision, this Agreement will be amended to incorporate such changes.

iv) Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, then this Agreement shall be amended to reflect such different terms(s), condition(s), or covenant(s). Where the parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

**APPENDIX A
NEBRASKA RATES**

Note: Upon a final Commission Order approving generally applicable rates that differ from those set forth in this Appendix A, such modified rates shall supersede the rates herein. The modified rates will become effective upon Commission approval and will be retroactive to the effective date of this Agreement.

Rate Element	Rates	
H1. Resale		
- Services not available for resale		
<ul style="list-style-type: none"> • Customer Premises Equipment (separately or in a package) • Inside Wire (including installation, sale or maintenance) • USW Calling Cards • Concession Service • Promotions equal to or less than 90 days in length • Enhanced Services 		
- Wholesale Discount Rates	Wholesale Discount % Recurring Charges	Wholesale Discount % Nonrecurring Charges
- Basic Business/PBX/Centrex	18.3%	N/A
- Business and Residence Features	19.2%	N/A
- Basic Residence	22.5%	N/A
- IntraLATA Toll	8.5%	N/A
- Private Line Service	38.5%	N/A
- Listings	19.2%	N/A
- ISDN/ACS	29.1%	N/A
- Busy Line Verification (BLV) and Interrupt (BLVI)	15.0%	N/A
- The following services are available only to the same class of customer eligible to purchase that service from USW:		
Grandfathered Residence Lifeline/Link-up		
- The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:		
<ul style="list-style-type: none"> • Public Access Lines • Private Line Used for Special Access • DSL Services such as Megabit Services 		
- IntraLATA Toll Charges: [Co-Provider] shall have their choice of obtaining UW provided intraLATA toll for resale at an 8.5% discount, providing their own intraLATA toll, or obtaining their IntraLATA toll from a third party. Whichever toll provisioning arrangement [Co-Provider] selects (either USW provided or intraLATA toll self-provisioned by [Co-Provider]) shall apply uniformly to all lines resold by [Co-Provider].		

Rate Element	Rates	
	Recurring Charge	Nonrecurring Charge
- Customer Transfer Charge (CTC)		
The following nonrecurring charges apply when converting a USW account to a [Co-Provider] account or when changing an end user from one [Co-Provider] to another.		
- Residence or Business	N/A	
- 1 st line, Mechanized	N/A	\$ 14.71
- Additional Line, Mechanized	N/A	\$ 6.64
- 1 st line, Manual	N/A	\$ 27.80
- Additional Line, Manual	N/A	\$ 7.19
- Private Line Transport Services		
- First Circuit	N/A	\$ 45.53
- Additional Circuit, per circuit, same CSR	N/A	\$ 31.51
- Advanced Communications Services, per circuit	N/A	\$ 50.98
- Product Specific Nonrecurring Charge: As set forth in USW tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.		
H2. Reciprocal Traffic Exchange		
- Entrance Facilities		
- Per DS1, electrical	\$ 95.16	\$ 548.16
- Per DS3, electrical	\$ 382.99	\$ 650.26
- LIS EICT		
- Per DS1	\$ 9.26	\$ 331.24
- Per DS3	\$ 32.44	\$ 332.92
- Direct Trunked Transport		
- DS1 Facility		
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 42.11	\$ 0.60
- Over 8 to 25 miles	\$ 42.11	\$ 0.68
- Over 25 to 50 miles	\$ 42.12	\$ 1.96
- Over 50 miles	\$ 42.11	\$ 1.11
- DS3 Facility		
	Fixed	Per Mile
- 0 miles	None	None

Rate Element	Rates	
- Over 0 to 8 miles	\$ 287.39	\$ 12.50
- Over 8 to 25 miles	\$ 287.77	\$ 12.97
- Over 25 to 50 miles	\$ 287.99	\$ 11.87
- Over 50 miles	\$ 296.79	\$ 29.15
Trunk Nonrecurring Charges	Recurring Charge	Nonrecurring Charge
- DS1 Interface		
- First Trunk	N/A	\$323.03
- Each Additional Trunks	N/A	\$10.21
- DS3 Interface		
- First Trunk	N/A	\$331.71
- Each Additional Trunk	N/A	\$18.27
- Multiplexing	Recurring Charge	Nonrecurring Charge
- DS3 to DS1	\$ 214.43	\$ 305.47
- Local Traffic		
- Call Termination, Per MOU	\$ 0.003682	N/A
- Tandem Switched Transport		
	Recurring Charge	Nonrecurring Charge
- Tandem Switching, per MOU	\$ 0.002120	N/A
- Tandem Transmission, per MOU		
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 0.000416	\$ 0.000007
- Over 8 to 25 miles	\$ 0.000416	\$ 0.000007
- Over 25 to 50 miles	\$ 0.000411	\$ 0.000013
- Over 50 miles	\$ 0.000412	\$ 0.000010
- Cancellation Charge (LIS Trunks)	USW Nebraska State Switched Access Tariff	
- Expedite Charge	USW Nebraska State Switched Access Tariff	
	Recurring Charge	Nonrecurring Charge
- Construction Charges	ICB	ICB
- Exchange Access (IntraLATA Toll)	USW's Nebraska State Switched Access Tariff	
- Transit Traffic		
- Exchange Service (EAS/Local) Transit	\$ 0.002641	

Rate Element	Rates	
- Exchange Access (IntraLATA Toll) Transit	USW's Nebraska State Switched Access Tariff At assumed 15 miles	
- Category 11 Mechanized Record	\$ 0.0025	N/A
H3. Collocation		
- All Collocation		
- Quote Prep. Fee	N/A	\$ 2177.16
- Entrance Facility- 2 Fibers	\$ 5.26	\$ 3123.57
- Express Fiber Entrance Facility	\$12.93	\$20,496.45
- Cross Connect Entrance Facility	\$3.22	\$2896.09
- Cable Splicing		
- Per set-up	N/A	\$ 475.92
- Per fiber spliced	N/A	\$ 38.05
-Power (all)		
- 48 Volt DC Power, per ampere per month	\$ 18.86	N/A
- 48 Volt DC Power Cable, per foot, per A and B feeder		
- 20 Ampere Capacity	\$ 0.13	\$ 70.39
- 40 Ampere Capacity	\$ 0.17	\$ 95.45
	Recurring Charge	Nonrecurring Charge
- 60 Ampere Capacity	\$ 0.19	\$ 107.50
- 100 Ampere Capacity	\$ 0.25	\$ 138.34
- 200 Ampere Capacity	\$ 0.39	\$ 208.71
- 300 Ampere Capacity	\$.53	\$ 299.28
- 400 Ampere Capacity	\$.69	\$ 387.04
- Inspector, per ½ hour		
- During business hours	N/A	\$ 27.82
- After business hours	N/A	\$ 36.15
- Cross Connect Termination		
- Per Termination		
- DS0	\$ 0.0099	\$ 5.56
- DS1	\$ 0.0424	\$ 13.16
- DS3	\$ 0.6413	\$ 199.36
- OCn	ICB	ICB
- Block Terminations		
- DS0	\$ 1.31	\$ 732.78
- DS1	\$ 1.81	\$ 561.56
- DS3	\$ 1.03	\$ 319.27
- OCn	ICB	ICB
- Security		

Rate Element	Rates	
- Per Employee, Per C.O.	\$ 6.01	
* If escort is required additional charges will apply on an ICB.		
- Cable Racking, per foot, per termination		
- Per DS0 2-Wire	N/A	\$ 0.0144
- Per DS0 4-Wire	N/A	\$ 0.0287
- Per DS1	N/A	\$ 0.0287
- Per DS3	N/A	\$ 0.6319
- OCn	N/A	ICB
- Channel Regeneration		
- DS1	\$ 14.59	\$ 331.24 *
- DS3	\$ 95.64	\$ 332.92 *
* No Nonrecurring Charge applies to regeneration ordered concurrently with an associated EICT element.		
- Grounding (with the exception of Virtual Collocation)		
- 2 AWG	\$ 0.2695	\$ 6.28
- 1/0 AWG	\$ 0.3980	\$ 9.27
- 4/0 AWG	\$ 0.4731	\$ 11.01
- 350 kcmil	\$ 0.3010	\$ 16.97
- 500 kcmil	\$ 0.3509	\$ 19.79
- 750 kcmil	\$ 0.4355	\$ 24.55
- CO (Central Office) Synchronization, per equipment bay	\$7.99	N/A
- Virtual Collocation		
- Maintenance Labor, per ½ hour		
- During business hours	N/A	\$ 24.65
- After business hours	N/A	\$ 32.78
- Training Labor, per ½ hour	N/A	\$ 24.65
- Engineering, per ½ hour		
- During business hours	N/A	\$ 24.04
- After business hours	N/A	\$ 32.16
- Installation, per ½ hour		
- During business hours	N/A	\$ 27.82
- After business hours	N/A	\$ 36.15
	Recurring Charge	Nonrecurring Charge
- Equip. Bay, per shelf	\$8.38	N/A
- Physical Collocation		
- Space Construction and Site Preparation	N/A	ICB
- Cage Enclosure	ICB	ICB

Rate Element	Rates	
- Floor Space Lease		
- Rent (w/ Maintenance) - per sq. ft. - Zone 1	\$ 2.75	N/A
- Rent (w/ Maintenance) - per sq. ft. -Zone 2	\$ 2.26	N/A
- Rent (w/ Maintenance) - per sq. ft. -Zone 3	\$ 2.06	N/A
- Back-up AC Power, per foot, per AMP		
- 20 Amp, Single Phase	\$ 0.04	\$ 10.74
- 20 Amp, Three Phase	\$ 0.04	\$ 12.17
- 30 Amp, Single Phase	\$ 0.04	\$ 11.21
- 30 Amp, Three Phase	\$ 0.05	\$ 13.60
- 40 Amp, Single Phase	\$ 0.04	\$ 12.33
- 40 Amp, Three Phase	\$ 0.05	\$ 15.18
- 50 Amp, Single Phase	\$ 0.05	\$ 13.72
- 50 Amp, Three Phase	\$ 0.06	\$ 17.28
- 60 Amp, Single Phase	\$ 0.05	\$ 14.91
- 60 Amp, Three Phase	\$ 0.07	\$ 19.17
- 100 Amp, Single Phase	\$ 0.06	\$ 17.33
- 100 Amp, Three Phase	\$ 0.08	\$ 24.36
- Cageless Physical Collocation		ICB
H4. UNEs (Unbundled Network Elements)		
- ITP (Interconnection Tie Pairs)		
- ITP, Per Termination		
- 2 wire DS0 ITP	\$ 0.95	\$ 291.88 *
- 4 wire DS0 ITP Analog	\$ 1.86	\$ 291.88 *
- DS1 ITP	\$ 9.26	\$ 331.24 *
- DS3 ITP	\$ 32.44	\$ 332.92 *
* Nonrecurring ITP charge waived if ordered with other service		
- E-UDIT (Extended Unbundled Dedicated Interoffice Transport)	Recurring Charge	Nonrecurring Charge
- DS1 EUDIT	\$ 62.35	\$ 448.36
- DS3 EUDIT	\$ 301.78	\$ 448.36
- OC-3 EUDIT	\$ 1075.54	\$ 448.36
- OC-12 EUDIT	\$ 1434.45	\$ 448.36
- UDIT (Unbundled Dedicated Interoffice		

Rate Element	Rates	
Transport)		
- UDIT Regeneration		
- DS1	\$0.00	\$0.00
- DS3	\$0.00	\$0.00
- DS0 UDIT		\$ 293.55
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 21.18	\$ 0.10
- Over 8 to 25 miles	\$ 21.18	\$ 0.10
- Over 25 to 50 miles	\$ 21.21	\$ 0.18
- Over 50 miles	\$ 21.19	\$ 0.11
	Recurring Charge	Nonrecurring Charge
- DS1 UDIT		\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 42.11	\$ 0.60
- Over 8 to 25 miles	\$ 42.11	\$ 0.68
- Over 25 to 50 miles	\$ 42.12	\$ 1.96
- Over 50 miles	\$ 42.11	\$ 1.11
	Recurring Charge	Nonrecurring Charge
- DS3 UDIT		\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 287.39	\$ 12.50
- Over 8 to 25 miles	\$ 287.77	\$ 12.97
- Over 25 to 50 miles	\$ 287.99	\$ 11.87
- Over 50 miles	\$ 296.79	\$ 29.15
	Recurring Charge	Nonrecurring Charge
- OC-3 UDIT		\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 866.26	\$ 232.61
- Over 8 to 25 miles	\$ 873.52	\$ 71.49
- Over 25 to 50 miles	\$ 834.25	\$ 88.82
- Over 50 miles	\$ 865.39	\$ 60.92
	Recurring Charge	Nonrecurring Charge
- OC-12 UDIT		\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 1874.48	\$ 139.62
- Over 8 to 25 miles	\$ 1823.84	\$ 153.49
- Over 25 to 50 miles	\$ 2148.45	\$ 87.60
- Over 50 miles	\$ 2103.80	\$ 93.63
	Recurring Charge	Nonrecurring Charge
- DS0 UDIT Low Side Channelization	\$ 6.59	N/A

Rate Element	Rates	
- Multiplexing	Recurring Charge	Nonrecurring Charge
- DS1 to DS0	\$ 224.47	\$ 298.36
- DS3 to DS1	\$ 214.43	\$ 305.47
- DS1/DS0 Mux Low Side Channelization	\$ 3.29	\$ 231.47
- Unbundled Loops		
- Analog Loops		
- 2-wire loop	\$ 25.95	N/A
- 4-wire loop	\$ 48.70	N/A
- Non-loaded Loops		
- 2- wire Non-loaded Loops	\$ 25.95	N/A
- 4- wire Non-loaded Loops	\$ 48.70	N/A
-Unloading/Conditioning Charge	N/A	\$ 574.42
- Digital Capable Loops		
- Basic rate ISDN capable Loop	\$ 25.95	N/A
- DS1 capable Loop	\$ 95.16	N/A
- Regeneration		
- DS1	\$ 14.59	N/A
- ADSL Qualified	\$25.95	N/A
- Extension Technology	\$ 20.55 *	
* This charge applies when a Co-Provider requests ISDN capability on an unbundled loop greater than 18 kft.		
- Loop Installation Charges		
- Basic Installation		
- DS1 Loop	N/A	\$ 548.16
- First Analog Loop	N/A	\$ 112.95
- Each Additional Analog Loop (same location, same order)		\$ 62.12
- Basic Installation w/ Performance Testing		
- First Loop	N/A	\$ 181.50
- Each additional Loop (same location, same order)	N/A	\$ 92.03
- Coordinated Installation w/ Cooperative Testing		
- First Loop	N/A	\$ 231.68
- Each additional Loop (same location, same order)	N/A	\$ 142.21

Rate Element	Rates	
- Coordinated Installation w/o Cooperative Testing		
- First Loop	N/A	\$ 121.74
- Each additional Loop (same location, same order)	N/A	\$ 61.61
- NID (Network Interface Device)	N/A	\$ 62.25 *
* This charge applies when USW must install a Network Interface Device for a Co-Provider or when USW must connect a Co-Provider's loop to the USW Network Interface Device.		
- Tandem Switching	Recurring Charge	Nonrecurring Charge
- DS1 Message Trunk Port	N/A	\$ 337.96
- Trunk Group-First Trunk	N/A	\$ 278.91
- Message Trunk Group-Each Additional Trunk	N/A	\$ 8.64
- Per MOU	\$ 0.00212	N/A
- Local Switching		
- Analog Line Side Port		
- First Port	\$ 1.61	\$ 104.55
- Each Additional Port	\$ 1.61	\$ 56.27
- Vertical Features		
- Call Hold	\$ 0.0593	N/A
- Call Transfer	\$ 0.2354	N/A
- Three Way Calling	\$ 0.0980	N/A
- Call Pickup	\$ 0.0590	N/A
- Call Waiting-Terminating/Cancel Call Waiting	\$ 0.1375	N/A
- Distinctive Ringing	\$ 0.0798	N/A
- Speed Call Long-Customer Changeable	\$ 0.0635	N/A
- Station Dial Conferencing (6 way)	\$ 0.9825	N/A
- Call Forwarding-Busy Line	\$ 0.1346	N/A
- Call Forwarding-Don't Answer	\$ 0.1652	N/A
- Call Forwarding-Variable	\$ 0.1380	N/A
- Call Forwarding-Variable Remote	\$ 0.1138	N/A
- CLASS Call Waiting ID	\$ 0.0524	N/A

Rate Element	Rates	
- CLASS Calling Name and Number	\$ 0.2153	N/A
- CLASS Calling Number Delivery	\$ 0.0934	N/A
- CLASS Calling Number Delivery-Blocking	\$ 0.3900	N/A
- CLASS Continuous Redial	\$ 0.5022	N/A
- CLASS Last Call Return	\$ 0.4033	N/A
- CLASS Priority Calling	\$ 1.0904	N/A
- CLASS Selective Call Forwarding	\$ 0.9371	N/A
- CLASS Selective Call Rejection	\$ 1.7889	N/A
- CLASS Anonymous Call Rejection	\$ 0.3500	N/A
- Call Park (Basic-Store and Retrieve)	\$ 0.1257	N/A
- Message Waiting Indication A/V	\$ 0.0683	N/A
- Subsequent Order Charge	N/A	\$ 12.75
	Recurring Charge	Nonrecurring Charge
- BRI/ISDN Digital Line Port	\$ 17.13	
- First Port	N/A	\$ 277.13
- Each Additional Port	N/A	\$ 277.13
- Digital Trunk Port		
- DS1 Message Trunk Port	N/A	\$ 337.96
- Message Trunk Group-First Trunk	N/A	\$ 278.91
- Each Additional Trunk	N/A	\$ 8.64
- DS0 Analog Trunk Port	ICB	ICB
- Local originating usage, per MOU	\$ 0.003682	N/A
- Customized Routing	N/A	ICB
- Development of Custom Line Class Code	N/A	ICB
- Installation Charge, per switch		ICB
- Common Channel Signaling/SS7		
- STP Port, per Port	\$ 214.66	N/A

Rate Element	Rates	
- Options Activation Charge		
- Basic Translations		
- First Point Code	N/A	\$ 107.17
- Each additional Point Code	N/A	\$ 7.32
- Database Translations		
- First Point Code	N/A	\$ 121.82
- Each additional Point Code	N/A	\$ 43.95
- Signal Formulation, ISUP, per call set-up request	\$ 0.00198	N/A
- Signal Transport, ISUP, per call set-up request	\$ 0.00145	N/A
- Signal Transport, TCAP, per data request	\$ 0.00047	N/A
- Signal Switching, ISUP, per call set-up request	\$ 0.00146	N/A
- Signal Switching, TCAP, per data request	\$ 0.00048	N/A
- Construction Charges	ICB	ICB
H5. INP (Interim Number Portability) *	Recurring Charge	Nonrecurring Charge
- RCF with transport, per number ported, first path	\$ 4.82	N/A
- Per number Ported – Additional Path	\$ 3.11	N/A
- RCF w/o transport, per number ported, first path	\$ 3.35	N/A
- Per number Ported – Additional Path	\$ 1.64	N/A
- DNRI, per ported number	\$ 4.37	N/A
- Service Establishment, Per switch, per route	N/A	\$ 42.60
- Service Establishment Additional numbers ported or changes to existing number, Per Ported Number	N/A	\$ 9.23
- Additional and Consecutive numbers— additional number ported on same account name	N/A	\$ 6.86

Rate Element	Rates	
and consecutive numbers, per ported number		
- Coordinated Out of Hours Cut, non Sunday/Holiday	N/A	\$ 59.73 per hour per person
- Coordinated Out of Hours Cut on Sunday/Holidays	N/A	\$ 73.74 per hour per person
* INP Rates are subject to change pursuant to FCC cost recovery guidelines or applicable Commission ruling.		
H6. LNP (Local Number Portability)		
- LNP Queries	See FCC Tariff #5	
H7. 911/E911	No Charge	
H8. Directory Assistance	Rate Per Call	
- Regional Directory Assistance, per call	\$ 0.340	
- National Directory Assistance, per call	\$ 0.385	
- Call Branding (Includes opening and closing brand)	N/A	\$7120.00 – actual vendor charge
H9. White Pages Directory Listings		
- Primary Listings, White Pages	No Charge	
- Premium/Privacy Listings	General Exchange Tariff Rate, less wholesale discount	
	Recurring Charge	Nonrecurring Charge
H10. Directory Assistance List Information		
- Initial Database Load, per Listing	\$ 0.05	N/A
- Reload of Database, per Listing	20% discount off initial load	N/A
- Daily Updates, per Listing	\$ 0.06	N/A

Rate Element	Rates	
- One-time Set Up Fee	N/A	\$ 64.06/hour
- Electronic transmission	\$ 0.002	N/A
- Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$ 30/tape	N/A
- Shipping Charges (for tape delivery)	Rate charged by carrier selected	N/A
H11. Toll and Assistance Operator Services		
- Option A – Per Message		
- Operator Handled Calling Card	\$ 0.46	N/A
- Machine Handled Call	\$ 0.18	N/A
- Station Call	\$ 0.84	N/A
- Person Call	\$ 2.05	N/A
- Connect to Directory Assistance	\$ 0.55	N/A
- Busy Line Verify	\$ 0.72	N/A
- Busy Line Interrupt	\$ 0.87	N/A
- Operator Assistance	\$ 0.36	N/A
- Option B – Per Work Second and Computer Handled Calls		
- Operator Handled	\$ 0.181	N/A
- Machine Handled Call	\$ 0.13	N/A
H12. AIN (Advanced Intelligent Network)		
- AIN Customized Service		ICB
- AIN Platform Access	ICB	ICB
- AIN Processing Query, per query	ICB	

H13. LIDB (Interconnection to Line Information Database)		
- LIDB, per query	Contained in FCC Tariff No. 5	
H14. Access to Poles, Ducts, Conduits and Right of Way		
- Pole Inquiry Fee, per mile	N/A	\$ 114.00
- Innerduct Inquiry Fee, per mile	N/A	\$ 171.00
	Recurring Charge	Nonrecurring Charge
- Field Verification Fee	N/A	ICB
- Make-Ready Work	N/A	ICB
- Pole Attachment Fee, per foot, per year	\$ 12.49	N/A
- Innerduct Occupancy Fee, per foot, per year –	\$ 0.32	N/A
H15. 8XX Database Query	Rate Per Query	
- Per query, per attempt	\$ 0.00094920	N/A
- POTS (Plain Old Telephone Service) Translation	\$ 0.00000143	N/A
- Call Handling and Destination	\$ 0.00000429	N/A
H16. ICNAM (InterNetwork Calling Name), per query	\$ 0.016	N/A
H17. BFR (Bona Fide Request) Processing		
- Processing Fee	N/A	\$ 2128.00
H18. Daily Usage Record File	\$ 0.0011	N/A

