

# DIVIDER

STATE OF NORTH DAKOTA  
INFORMATION TECHNOLOGY DEPARTMENT  
SFN 2053 (4-2002)

PU-2248-00-105  
Essential.com, Inc./U S WEST Communications, Inc.  
Interconnection Agreement  
Application 00  
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## **PART C - WHITE PAGES DIRECTORY LISTINGS**

### **(C)1. Description**

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

### **(C)2. Terms and Conditions**

- (C)2.1 RESELLER will provide in standard, mechanized format, and USW will accept at no charge, one primary listing for each main telephone number belonging to RESELLER's end users. Primary listings for RESELLER will include the end user Listings for any resold services or wireless services and are further defined in USW's general exchange Tariffs. RESELLER will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, etc.), at USW's general exchange listing Tariff rates, less the wholesale discount. If RESELLER utilizes Remote Call Forwarding for local number portability, RESELLER can list only one number without charge - either the end user's original telephone number or RESELLER-assigned number. The standard discounted rate for an additional listing applies to the other number.
- (C)2.2 USW will furnish RESELLER the Listings format specifications. All manual requests are considered a project and require coordination between RESELLER and USW to determine time frames.
- (C)2.3 RESELLER grants USW a non-exclusive license to incorporate Listings information into its Directory Assistance database. With this license USW will incorporate Listings in the DA database.
- (C)2.4 No prior authorization is needed for USW to release Listings to directory publishers or other third parties. USW will incorporate Listings information in all existing and future directory assistance applications developed by USW. RESELLER authorizes USW to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. USW will not charge for updating and maintaining the Listings database. RESELLER will not receive compensation from USW for any sale of Listings by USW.
- (C)2.5 To the extent that state Tariffs limit USW'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.

- (C)2.6 USW is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with RESELLER orders. USW will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that RESELLER has supplied USW the necessary privacy indicators on such Listings.
- (C)2.7 USW will include RESELLER Listings in USW's Directory Assistance service to ensure that callers to USW's Directory Assistance service have non-discriminatory access to RESELLER's Listings.
- (C)2.8 USW will ensure RESELLER Listings provided to USW are included in the white pages directory published on USW's behalf.
- (C)2.9 RESELLER agrees to provide to USW its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USW.
- (C)2.10 RESELLER will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USW the means of identifying Listings ownership.
- (C)2.11 Upon request by USW, RESELLER shall submit proof to USW, of authorization from each end user for which RESELLER submits a change in end user's Listing.
- (C)2.12 RESELLER represents and warrants the end user information provided to USW is accurate and correct. RESELLER further represents and warrants that it has reviewed all Listings provided to USW, including end user requested restrictions on use such as non-published and non-listed. RESELLER shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USW with the applicable Listing information.
- (C)2.13 RESELLER is responsible for all dealings with, and on behalf of, RESELLER's end users, including:
  - (C)2.13.1 All end user account activity, (e.g. end user queries and complaints).
  - (C)2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to USW).
  - (C)2.13.3 Determining privacy requirements and accurately coding the privacy indicators for RESELLER's end user information. If end user information provided by RESELLER to USW does not contain a privacy indicator, no privacy restrictions will apply.

(C)2.13.4 Any additional services requested by RESELLER's end users.

## **PART D- MISCELLANEOUS PROVISIONS**

### **(D)1. Network Security**

- (D)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc. Each Party shall comply at all times with USW security and safety procedures and requirements.
- (D)1.2 Revenue Protection - USW shall make available to RESELLER all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, and 900 numbers.
- (D)1.3 Law Enforcement Interface - USW provides emergency assistance to 911 centers and law enforcement agencies seven (7) days a week/twenty-four (24) hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (D)1.4 USW provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of RESELLER, for any lines served from USW Wire Centers or cross boxes.
- (D)1.5 In all cases involving telephone lines served from USW Wire Centers or cross boxes, USW will perform trap/trace Title III and pen register assistance directly with law enforcement. RESELLER will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where RESELLER must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. RESELLER will provide USW with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

### **(D)2. Access To Operational Support Systems (OSS)**

#### **(D)2.1 Description**

- (D) 2.1.1 USW has developed and shall continue to provide Operational Support Systems OSS interfaces using electronic gateways. These gateways act as a mediation or control point between RESELLER's

and USW's OSS. These gateways provide security for the interfaces, protecting the integrity of the USW OSS and its databases. USW's OSS 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. This section describes the interfaces that USW has developed and shall provide RESELLER. Additional technical information and details shall be provided by USW in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide". USW will continue to make improvements to the electronic interfaces as technology evolves, providing notification to RESELLER consistent with the provisions of this Section.

(D)2.1.2 Through its electronic gateways, USW shall provide RESELLER nondiscriminatory access to USW's operational support systems for pre-ordering, ordering and provisioning, maintenance and repair, and billing for resale. For the pre-ordering, ordering and provisioning of resold services, USW shall provide RESELLER access to its OSS in substantially the same time and manner as it provides to itself.

#### (D)2.2 OSS Support for Pre-Ordering, Ordering and Provisioning

##### (D)2.2.1 LSR (Local Service Request) Ordering Process

(D)2.2.1.1 RESELLER shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

(D)2.2.1.2 The EDI interface provides a single interface for Pre-Order and Order transactions from RESELLER to USW and is transaction based rather than batch based. The interface standards for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guideline and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 with exceptions as specified in the IMA and EDI disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

(D)2.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from RESELLER to USW and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA, and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

(D)2.2.1.4 Functions

(D)2.2.1.4.1 Pre-ordering

Pre-Ordering refers to the set of activities performed in conjunction with placing an order. Pre-order consists of the following functions: validate address, service availability, review Customer Service Record (CSR), check facility availability, reserve telephone numbers, and schedule an appointment. The electronic interface gateways provide on-line capabilities to perform these functions. Not all functions apply to all products.

(D)2.2.1.4.1.1 Validate address will verify the end user's address.

(D)2.2.1.4.1.2 Service Availability will return the list of (1) POTS products and services available in the Central Office switch serving a particular end user address, which will indicate to RESELLER, among other things, which products and services are authorized for resale in the Central Office switch serving a particular end user address and (2) non-switched-based products and services that RESELLER is authorized to provide according to its resale agreement with USW.

(D)2.2.1.4.1.3 Review Customer Service Record (CSR) gives RESELLER the ability to request a display of local exchange services and features (CPNI) USW is currently providing to an end user.

(D)2.2.1.4.1.4 Check Facility Availability will provide an indication of whether 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 does not reserve facilities and does not guarantee that facilities will or will not be available when the order is submitted.

(D)2.2.1.4.1.5 Reserve Telephone Numbers provides RESELLER with the ability to select an end user's telephone number. The reservation process is further divided into telephone number availability, selection, exchange and return functionality. Expiration period for selection and submission of Telephone Number are:

- A period up to thirty (30) minutes in which to make a telephone number selection. If this time limit is exceeded, and no attempt has been made to select the telephone numbers, the telephone numbers are sent back to the OSS and an error message is displayed on the LSR. A new query will need to be performed for available telephone numbers.
- When a telephone number has been reserved, there is a twenty-four (24) hour business period that the telephone number may be included on an LSR. If the time limit is exceeded, the telephone number is returned to the OSS.

(D)2.2.1.4.1.6 Schedule Appointment allows RESELLER to retrieve a calendar of available appointments and to reserve an appointment date and time so that a technician can be dispatched for premises and/or non-premises work.

(D)2.2.1.4.1.7 Expiration period for selection and submission of Appointment Reservation are:

- A selection must be made within a thirty (30) minute period. If an appointment

has been selected and the time limit was exceeded, an error message will display. If the error message displays, an updated list of available appointments will need to be requested. If an appointment has already been reserved for this Purchase Order Number, the Appointment Confirmation window will be displayed and will be pre-populated with confirmation number, appointment date and time, and after and before times.

- Appointments are reserved for a 24-hour business period. If the appointment is not attached to a submitted order within 24 business hours, the appointment is returned. When the appointment is successfully reserved, confirmation of the appointment will be displayed to RESELLER.

#### (D)2.2.1.4.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is: Create New LSR, Open LSR, Query LSR Status and FOC Return.

(D)2.2.1.4.2.1 Create New LSR allows entry of information specific to the LSR, including required OBF forms, validates information and submits the LSR for processing.

(D)2.2.1.4.2.2 Open LSR allows RESELLER to save LSRs it is not ready to submit for processing as a pending status. When an LSR is saved as pending, all the data in all the forms associated with the LSR is saved. This feature permits RESELLER to access, edit, submit, re-save, and purge pending LSRs. In addition, for issued LSRs, RESELLER can issue supplemental LSRs and cancellations.

(D)2.2.1.4.2.3 Query LSR Status allows RESELLER to obtain the status of the LSR. Status is provided to RESELLER upon inquiry. Order status functions include the following: Submitted, In Review, Issued, Rejected, Erred, Completed and Jeopardy.

(D)2.2.1.4.2.4 FOC Return returns a Firm Order Confirmation to RESELLER. The FOC confirms that USW has received a SR, issued an order, and assigned an order number for tracking.

(D)2.2.1.5 Forecast of Usage

(D)2.2.1.5.1 RESELLER shall supply USW with a forecast of products and volumes they anticipate ordering through the electronic interface gateways on a quarterly basis.

(D)2.2.1.5.2 USW will use RESELLER's forecast to provide RESELLER sufficient capacity to provide the services and elements requested. If RESELLER exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, RESELLER's use of its capacity on the IMA or EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. USW will attempt to notify RESELLER before discontinuing RESELLER's use of the IMA or EDI server; however USW reserves the right to discontinue use if it is unable to contact RESELLER.

(D)2.2.1.5.3 When RESELLER requests more than twenty (20) Secure IDs from USW RESELLER shall use a T1 line instead of dial-up capabilities.

(D)2.2.1.6. Access Service Request (ASR) Ordering Process

(D)2.2.1.6.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch

file that is transmitted via a Network Data Mover (NDM) connection to USW from RESELLER. It is RESELLER's responsibility to obtain the appropriate software to interface with USW's EXACT system.

(D)2.2.1.7 Facility Based EDI Listing Process

(D)2.2.1.7.1 The Facility Based EDI Listing Process is a single interface from RESELLER to USW. This interface is based upon the OBF LSOG and ANSI ASC X12 standards, version 4010. This interface enables RESELLER 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 RESELLER via an EDI 855 transaction.

(D)2.2.2 Maintenance and Repair

(D)2.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end users' repair and maintenance needs as reported to RESELLER. They facilitate the exchange of updated information and progress reports between USW and RESELLER while the Trouble Report (TR) is open and a USW technician is working on the resolution.

(D)2.2.2.2 RESELLER shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

(D)2.2.2.3 The MEDIACC Electronic Bonding (EB) interface uses CMIP protocol over X.25 packet switching network using ANS T1M1.5 227/228 standards.

(D)2.2.2.4 The IMA GUI also provides a single interface for trouble reporting from RESELLER 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 resale services.

(D)2.2.2.5 Functions

(D)2.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. 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 will be made available to RESELLER 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.

(D)2.2.2.5.1.1 Open Trouble Report is the mechanism that captures information needed to resolve the trouble. Once a TR has been opened, if RESELLER is using MEDIACC EB, USW sends an electronic transaction to RESELLER identifying information about the TR (*e.g.*, commitment date and tracking number).

(D)2.2.2.5.1.2 In IMA for POTS, and in EBTA for POTS and designed services, Modify Trouble Report allows RESELLER 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.

(D)2.2.2.5.1.3 Status Change Notification provides notification to RESELLER that the status of a previously opened TR has changed. If RESELLER is using MEDIACC EB, RESELLER will receive this notification via an electronic transaction. If RESELLER is using the IMA GUI Interface, RESELLER will receive this notification via email and/or fax.

(D)2.2.2.5.1.4 View Trouble Report Status/Trouble Report Status Request allows RESELLER to view the status of an opened Trouble Report. If RESELLER is using MEDIACC EB, USW sends an electronic transaction to RESELLER with the

status of an opened TR after RESELLER sends an electronic transaction to request the status.

(D)2.2.2.5.1.5 Cancel Trouble Report allows RESELLER to request cancellation of 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 RESELLER may apply.

(D)2.2.2.5.1.6 Trouble Report History provides RESELLER with historical information on up to the last three trouble reports. For POTS resale, the disposition and trouble report date and time are provided. For design services resale, the trouble report date and time, a text description of the disposition, the USW Trouble Report Number, and the trouble type are provided. IMA provides trouble report history.

(D)2.2.2.5.1.7 Resubmit/Delete allows trouble reports to 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.

(D)2.2.5.1.8 Close a Trouble Report for resale, allows USW to close the TR once work is complete. For design resale services, USW sends RESELLER a request for verification to close. RESELLER then authorizes or denies the closure. RESELLER 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 RESELLER 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) is also included. If RESELLER is using EB, RESELLER will receive this response via an electronic

transaction. If RESELLER is using the IMA GUI Interface, RESELLER will receive this response via email and/or fax.

(D)2.2.2.5.1.9 MLT test results give RESELLER the ability to request a loop test for POTS service via EBTA. When RESELLER submits a TR through IMA, the technician handling the TR will order a MLT test in appropriate situations.

(D)2.3 Hours of Operation

USW's electronic interface gateways will be available to Resellers according to the following schedule:

Function	Monday – Friday	Saturday	Sunday
IMA Pre-Order & Order	06:00 – 20:00		
Exact Order	06:00 – 19:00	07:00 – 17:00	
Repair	02:15 – 23:15	07:00 – 21:00	13:00 – 17:00

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

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

(D)2.4 Billing

(D)2.4.1 For products billed out of the USW Interexchange Access Billing System (IABS), USW will utilize the existing CABS/BOS format and technology for the transmission of bills.

(D)2.4.2 For products billed out of the USW Customer Record Information System (CRIS), 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.

(D)2.5 Outputs

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

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

(D)2.5.1 Bills

(D)2.5.1.1 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. The Summary provides one bill and one payment document for RESELLER. These bills are segmented by state and bill cycle. The number of bills received by RESELLER is dictated by the product ordered and the USW region in which RESELLER is operating.

(D)2.5.1.2 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.

(D)2.5.2 Files and Reports

(D)2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured, or "recorded" by the network switches. This file will be transmitted Monday through Friday, excluding USW holidays. This information is a file of un-rated USW originated usage messages and rated RESELLER originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard

Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. USW will provide this data to RESELLER with the same level of precision and accuracy it provides itself. This file will be provided for Resale services.

- (D)2.5.2.2 The charge for this Daily Usage Record File is contained in Part E of this Agreement.
- (D)2.5.2.3 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 RESELLER 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.
- (D)2.5.2.4 Loss Report provides RESELLER with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed Resellers or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale services.:
- (D)2.5.2.5 Completion Report provides RESELLER with a daily report. This report is used to advise RESELLER that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale services.:

This report media is described in Exhibit C.

- (D)2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between USW and RESELLER. Category 1101 series

records are used to exchange detailed access usage information.

- (D)2.5.2.7 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

- (D)2.5.2.8 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.

## (D)2.6 Modifications to OSS Interfaces

- (D)2.6.1 RESELLER 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 semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, USW shall draft appropriate interface specifications that shall be made available to RESELLER through the electronic gateway disclosure document. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the Resellers.

- (D)2.6.2 In the course of establishing operational ready system interfaces between USW and RESELLER to support local service delivery, RESELLER and USW may need to define and implement system interface specifications that are supplemental to existing standards. RESELLER and USW will submit such specifications to the appropriate standards committee and will work towards their acceptance as a standard.
- (D)2.6.3 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, business requirements. USW will provide to RESELLER the features list for modifications to the interface. Specifications for interface modifications will be provided to RESELLER three (3) weeks prior to the release date. RESELLER is required to upgrade to the current release within six (6) months of the installation date.

(D)2.7 Reseller Responsibilities for Implementation of OSS Interfaces

- (D)2.7.1 Before any RESELLER implementation can begin, RESELLER must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the USW account manager and details information needed by USW in order to establish service for RESELLER.
- (D)2.7.2 Once USW receives a complete and accurate New Customer Questionnaire, USW and RESELLER will mutually agree upon time frames for RESELLER implementation.
- (D)2.7.3 If using the EDI interfaces, USW will provide RESELLER with a copy of the Production Readiness Verification document. RESELLER is obligated to meet the requirements specified in the Production Readiness Verification document regardless of whether RESELLER chooses to participate in the Production Readiness Verification Test.

(D)2.8 Reseller Responsibilities for On-going Support for OSS Interfaces

- (D)2.8.1 If using the IMA GUI interface, RESELLER must work with USW to train RESELLER personnel on the IMA GUI functions that RESELLER will be using. USW and RESELLER shall concur on which IMA GUI functions should be included in RESELLER's training. USW and RESELLER shall make reasonable efforts to schedule training in a timely fashion.
- (D)2.8.2 An exchange protocol will be used to transport EDI formatted content. RESELLER must perform certification testing of exchange protocol prior to using EDI.

- (D)2.8.3 If RESELLER is using EDI, USW shall provide RESELLER with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of RESELLER to schedule an appointment with USW for certification of its business scenarios. RESELLER must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to RESELLER, it is the sole responsibility of RESELLER to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to USW, USW will honor RESELLER's schedule through the use of alternative hours.
- (D)2.8.4 If RESELLER is using the EDI interface, RESELLER must work with USW to certify the business scenarios that RESELLER will be using in order to ensure successful transaction processing. USW and RESELLER shall mutually agree to the business scenarios for which RESELLER is required to be certified. Certification is granted only for a specific release of EDI. New releases of 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 EDI release. Notice of the need for re-certification will be provided to RESELLER three (3) weeks prior to the release date.
- (D)2.8.5 In the event of Electronic Interface trouble, RESELLER shall use its best efforts to isolate and resolve the trouble using the guidelines provided in the Production Readiness Verification document. If RESELLER cannot resolve the problem, then RESELLER should contact the LSP Systems Help Desk. The LSP Systems Help Desk is RESELLER's Single Point of Contact for electronic interface trouble.

#### (D)2.9 Reseller Support

- (D)2.9.1 USW shall provide adequate assistance to RESELLER for RESELLER to understand how to implement and use the OSS functions for which USW provides access. This assistance will include training, documentation, and a LSP Help Desk. The LSP Help Desk will provide a single point of entry for RESELLER to gain assistance in areas involving connectivity, system availability, and file outputs. The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays. The Help Desk areas are further described below.
- (D)2.9.1.1 Connectivity covers trouble with RESELLER's access to the USW system for hardware configuration requirements with relevance to EDI and IMA GUI;

software configuration requirements with relevance to EDI and IMA GUI; modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; Secure ID configuration; Profile Setup and password verification.

(D)2.9.1.2 System availability covers system errors generated during an attempt by RESELLER to place orders or open trouble reports through EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

(D)2.9.1.3 File Outputs covers RESELLER's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File; IABS Bill; CRIS Summary Bill; Category 11 Report and SAG/FAM Reports.

(D)2.9.2 Additional assistance to Resellers is available through various web sites. These web sites provide electronic interface training information and user documentation and technical specifications.

(D)2.10 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. USW shall establish rates for any systems charges not included in appropriate cost docket hearings.

**(D)3. U S WEST Dex**

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

**(D)4. Notice Of Changes**

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This represents good faith effort on the part of the Parties and will evolve over time as required for the effective provision of resale services and end user service delivery.

## **(D)5. Maintenance and Repair**

### **(D)5.1 Service Levels**

- (D)5.1.1 USW will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which USW provides for itself.
- (D)5.1.2 During the term of this Agreement, USW will provide necessary maintenance business process support to allow RESELLER to provide similar service quality to that provided by USW to its end users.
- (D)5.1.3 USW will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

### **(D)5.2 Branding**

- (D)5.2.1 Should USW need to use various forms for communication with RESELLER end users (while out on premises dispatch on behalf of RESELLER, for example), USW will use unbranded forms.
- (D)5.2.2 If required by RESELLER, USW will use branded forms provided at RESELLER's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

### **(D)5.3 Service interruptions**

- (D) 5.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in providing 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".
- (D) 5.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of

Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

(D) 5.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(D) 5.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(D) 5.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities

(D) 5.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other Resellers and to itself.

(D) 5.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### (D)5.4 Trouble Isolation

(D)5.4.1 According to applicable state Tariffs, USW will bill appropriate Trouble Isolation Charges for dispatched work done by USW where the trouble is found to be on the end user's side of the NID or trouble is found to be in RESELLER's portion of the network.

(D)5.4.2 Other Trouble Isolation Charges may also be imposed by USW on RESELLER for other internal repair work incurred on behalf of RESELLER and later found to be in RESELLER network components.

#### (D)5.5 Inside Wire Maintenance

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

#### (D)5.6 Testing/Test Requests/Coordinated Testing

(D)5.6.1 USW will make the decision to test an end user's line or circuit. The test systems used by USW are finite, and their capacity has been designed according to USW's operating standards.

- (D)5.6.2 Although some types of trouble reports typically will not require a test, USW usually runs certain standard tests on each line on which trouble has been reported.
- (D)5.6.3 Prior to any test being conducted on a line, USW must receive a trouble report from RESELLER.
- (D)5.6.4 USW end users are not given test results. On manually-reported trouble USW will not provide to RESELLER the test results for its trouble reports. For electronically-reported trouble, RESELLER may see various basic test results.

(D)5.7 Workcenter Interfaces

- (D)5.7.1 USW and RESELLER shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes..

(D)5.8 Misdirected Repair Calls

- (D)5.8.1 RESELLER shall inform its own end users where to report their trouble conditions. Persons placing a misdirected repair call will be advised to call their own telephone service provider and will be provided the correct telephone number for that purpose (this referral may occur within a voice response system or other interactive systems).
- (D)5.8.2 RESELLER and USW will employ the following procedures for handling misdirected repair calls;
  - (D)5.8.2.1 RESELLER and USW will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.
  - (D)5.8.2.2 End users of RESELLER shall be instructed to report all cases of trouble to RESELLER. End users of USW shall be instructed to report all cases of trouble to USW.
  - (D)5.8.2.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
  - (D)5.8.2.4 RESELLER and USW will provide their respective repair contact numbers to one another on a reciprocal basis.
  - (D)5.8.2.5 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.

(D)5.8.2.6 Performance targets for speed of repair call answering will be the same as USW's performance targets for its own end users.

(D)5.9 Major Outages/Restoral/Notification

(D)5.9.1 USW will notify RESELLER of major network outages as soon as is practical. This notification will be via e-mail to RESELLER's identified contact. With the minor exception of certain proprietary information, USW will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within USW. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to USW and/or industry standards.

(D)5.9.2 If desired, USW will meet with associated personnel from RESELLER to share contact information and review USW's outage restoral processes and notification processes.

(D)5.9.3 USW's emergency restoration process operates on a 7X24 basis.

(D)5.10 Proactive Maintenance

(D)5.10.1 USW will perform scheduled maintenance equal in quality to what it provides to itself.

(D)5.10.2 USW will work cooperatively with RESELLER to develop industry-wide processes to provide as much notice as possible to RESELLER of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(D)5.11 Hours of Coverage

(D)5.11.1 USW's repair operation is 7 days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available USW's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(D)5.12 Escalations

(D)5.12.1 USW will provide trouble escalation procedures to RESELLER. Such procedures will be based on the processes USW employs for its own end users. USW escalations are manual processes.

(D)5.12.2 USW repair escalations begin with calls to the up-front trouble reporting centers.

(D)5.13 Dispatch

(D)5.13.1 USW will provide maintenance dispatch personnel on the same schedule provided for its end users.

- (D)5.13.2 Upon receipt of a trouble report from RESELLER, USW will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. USW will dispatch repair personnel, if necessary, to repair the condition. It will be USW's decision whether it is necessary to send a technician on a dispatch. USW will make this dispatch decision based on the best information available in the trouble resolution process. Since it is not always necessary to dispatch to resolve trouble; should RESELLER require a dispatch when USW believes the dispatch is not necessary, appropriate charges may be billed to RESELLER for dispatch-related costs.
  - (D)5.13.3 For non-designed resale services USW will not request authorization from RESELLER prior to dispatch. For lines supported by USW's designed services process, USW may accept RESELLER authorization to dispatch. USW's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, RESELLER will be notified.
  - (D)5.13.4 USW expects that RESELLER will have performed appropriate trouble isolation and screening prior to handing the trouble report off to USW.
- (D)5.14 Electronic Reporting
- (D)5.14.1 USW will accept repair reports from RESELLER through a mechanized system (IMA).
  - (D)5.14.2 USW will work cooperatively to develop repair reporting via electronic bonding (other than IMA), based on national standards.
- (D)5.15 Intervals
- (D)5.15.1 Similar trouble conditions, whether reported by USW end users or on behalf of RESELLER end users, will receive similar commitment intervals.
- (D)5.16 Jeopardy Management
- (D)5.16.1 Notification will be given as soon as USW is aware that a trouble report interval is likely to be missed. This process will be the same as that used by USW for its own end users.
- (D)5.17 Trouble Screening
- (D)5.17.1 RESELLER shall screen and test its end user trouble reports completely enough to insure that it sends USW only trouble reports that involve USW facilities.

(D)5.17.2 If desired, USW will cooperate with RESELLER to show RESELLER how USW screens trouble conditions in its own centers, so that RESELLER may employ similar techniques in its centers.

(D)5.18 Maintenance Standards

(D)5.18.1 USW will cooperate with RESELLER to meet the maintenance standards outlined in this Agreement.

(D)5.18.2 For manually-reported trouble, USW will inform RESELLER of repair completion as soon as practical after completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

(D)5.19 End User Interfaces

(D)5.19.1 RESELLER will be responsible for all interactions with its end users including service call handling and notifying end users of trouble status and resolution.

(D)5.19.2 All USW employees who perform repair service for RESELLER end users will be trained in non-discriminatory behavior.

(D)5.20 Repair Call Handling

(D)5.20.1 Manually-reported repair calls by RESELLER to USW will be answered with the same quality and speed USW answers calls from its own end users.

(D)5.21 Single Point of Contact

(D)5.21.1 USW will provide a single point of contact for RESELLER to report maintenance issues and trouble reports via electronic interfaces seven days a week, twenty-four hours a day.

(D)5.21.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to RESELLER for each category of trouble situation encountered.

(D)5.22 Maintenance Windows

(D)5.22.1 Generally, USW performs major switch maintenance activities during off-hours time periods, during certain "maintenance windows" in the early morning hours and/or on weekends.

(D)5.22.2 Generally, the maintenance window is from 10:00 PM to 6:00 AM Monday through Friday and from 10:00 PM Saturday to 6:00 AM Monday.

(D)5.22.3 Although USW attempts to perform major switch maintenance at these times, on some occasions this will not be possible.

## **(D)6. Service Performance**

### **(D)6.1 General Provisions**

- (D)6.1.1 USW will provide reports of service indicators that will assist in an evaluation of the service provided to RESELLER.
- (D)6.1.2 In no instance shall this Agreement be construed to require USW to provide superior levels of service to RESELLER in comparison to the level of service USW provides to itself or its own end users.
- (D)6.1.3 As further specified in this Section, USW will provide results for the list of performance indicators identified for the following Standard Service Groupings: Resold Residential Plain Old Telephone Service (POTS); Resold Business POTS; Resold ISDN; Resold Centrex service; Resold PBX trunks, Resold Direct Inward Dialing (DID) and Resold Digital Switched Service (DSS); Resold DS-0, Resold DS-1, Resold DS-3.
- (D)6.1.4 As specified in this Section, USW will provide results for the following types of Orders:
  - C = Change in existing service or billing number
  - D = total disconnect of service
  - F = From the outward service associated with a transfer (To or "T") of service from one address to another
  - N = New connection for service
  - R = Record order; record change only. (For Resale services, service migrations without changes for non-designed services are record orders.)
  - T = To or transfer of service from one address to another
  - X = USW initiated internal work order

### **(D)6.2 Service Performance Indicators**

The following Service Performance Indicators will be provided to RESELLER when available and upon request, but no more frequently than once per month subject to the provisions of this Section. The requests for additional Service Performance Indicators during the term of this Agreement shall be considered by USW. However, USW is not required to provide additional Service Performance Indicators during the term of this Agreement. Service Performance Indicators characterized as "Core" indicators measure most directly the service or process outcome USW provides to RESELLER.

Performance Indicators characterized as "Diagnostic" indicators are those that measure aspects of service quality that support aspects measured by core indicators, that represent sub-process outcomes, or that are otherwise duplicative to some degree of aspects measured by "Core" indicators.

#### **(D)6.2.1 Core Performance Indicators**

(D)6.2.1.1 Gateway Availability Indicator

- GA-1 Gateway Availability – via Human-to-Computer Interface (percent).
- GA-2 Gateway Availability – via Computer-to-Computer Interface (percent).

(D)6.2.1.2 Pre-Ordering Indicators

PO-1 Pre-Order/Order Response times

- A. Appointment Scheduling (Due Date Reservation, where appointment is required)
- B. Feature Function and Service Availability Information
- C. Facility Availability
- D. Street Address Validation
- E. Customer Service Records
- F. Telephone Number

(D)6.2.1.3 Ordering and Provisioning Indicators

- OP-1 Speed of Answer – Interconnect Provisioning Center (average)
- OP-2 Calls Answered within 20 Seconds – Interconnect Provisioning Center (percent)
- OP-3 Installation Commitments Met (percent)
- OP-4 Installation Interval (average)
- OP-5 Installation Trouble Reports (percent)
- OP-6 Delayed Days (average)

(D)6.2.1.4 Maintenance and Repair Indicators

- MR-1 Speed of Answer – Interconnect Repair Center (average)
- MR-2 Percent Calls Answered Within 20 Seconds – Interconnect Repair Center (percent)
- MR-3 Out of Service Cleared Within 24 hours – Non-Designed Repair Process (percent)
- MR-4 All Troubles Cleared Within 48 hours – Non-Designed Repair Process (percent)
- MR-5 All Troubles Cleared Within 4 hours – Designed Repair Process (percent)
- MR-6 Mean Time to Restore – Non-Designed Repair Process (average)
- MR-7 Repair Repeat Report Rate (percent)
- MR-8 Trouble Rate (percent)

(D)6.2.1.5 Billing Indicators

- BI-1 Mean Time to Provide USW Recorded Usage Records ((average)

BI-2 Mean Time to Deliver Invoices (average) BI-3 Billing Accuracy

(D)6.2.1.6 Emergency Services

ES-1 ALI Database Updates Completed Within 24 hours (percent)

ES-2 911/E911 Emergency Services Trunk Installation Interval (average)

(D)6.2.1.7 Directory Assistance

DA-1 Speed of Answer – Directory Assistance (average)

DA-2 Calls Answered Within Ten Seconds – Directory Assistance (percent)

(D)6.2.1.8 Operator Services

OS-1 Speed of Answer – Operator Services (average)

OS-2 Calls Answered Within Ten Seconds – Operator Services (percent)

(D)6.2.2 Diagnostic Indicators

In addition to the performance indicators identified above, USW will report the following indicators that do not directly address nondiscrimination but may be useful in diagnosing problems or improving service:

(D)6.2.2.1 Pre-Order/Ordering

DPO-1 Electronic Flow – Through of Local Service Requests (LSRs) to the Service Order Processor (percent)

DPO-2 LSR Rejection Notice Interval (average)

DPO-3 LSRs Rejection (percent)

DPO-4 Firm Order Confirmation (FOC) Interval (average)

DPO-5 Pre-Order/Order Response Times for USW Retail Transactions (average)

DPO-6 Completion Notifications Transmitted Within 24 hours (percent)

DPO-7 Completion Notification Interval (average)

(D)6.2.2.2 Ordering and Provisioning

DOP-1 RESELLER or RESELLER's Customer – Caused Installation Misses (percent)

DOP-2 Delayed Orders Completed equal to greater than 15 days past the Commitment Date (percent)

DOP-3 Delayed Orders Completed equal to or greater than 90 days past the Commitment Date (percent)

DOP-4 RESELLER or RESELLER's Customer-Caused Coordinated Cutover Misses (percent)

(D)6.2.2.3 Maintenance and Repair

DMR-1 RESELLER or RESELLER's Customer-Caused Trouble Reports (percent)

(D)6.2.2.4 Access to OSS Functions:

(GA-1) Gateway Availability – Human-to-Computer Interface (percent)

(GA-2) Gateway Availability – Computer-to-Computer Interface (percent)

(PO-1) Per-Order/Order Response Times (average)

(OP-1 and MR-1) Speed of Answer – Provisioning and Repair Centers (average)

(OP-2 and MR-2) Calls Answered Within 20 Seconds – Provisioning and Repair Centers (percent)

(BI-1) Mean Time to Provide USW – Recorded Usage Records (

(BI-2) Mean Time to Deliver Invoices

(B1-3) Billing Accuracy

(D)6.2.2.5 Access to Emergency Services

(ES-1) ALI Database Updates Within 24 Hours (percent)

(ES-1) 911/E911 ES Trunk Installation Intervals (average)

(D)6.2.2.6 Access to Directory Assistance and Operator Services:

(DA-1 and OP-1) Speed of Answer (average)

(DA-2 and OS-2) Calls Answered Within 10 Seconds (percent)

(D)6.2.2.7 Resale Services Ordering and Provisioning:

(OP-3) Installation Commitments Met (percent)

(OP-4) Installation Interval (average)

(OP-5) Installation Trouble Reports (percent)

(OP-6) Delayed Days (average)

(D)6.2.2.8 Resale Services Maintenance and Repair:

(MR-3) Out of Service Cleared Within 24 Hours – Non-Designed Repair Process (percent)

(MR-4) All Troubles Cleared Within 48 Hours – Non-Designed Repair Process (percent)

(MR-5) All Troubles Cleared Within 4 Hours – Designed Repair Process (percent)

(MR-6) Mean Time to Restore (average)

(MR-6) Repair Repeated Report Rate (percent)

(MR-6) Trouble Rate (percent)

(D)6.3 Service Quality Performance Results Reports

(D)6.3.1 For Resale, USW will provide core service performance results for the performance indicators listed above for RESELLER, other Resellers in aggregate and USW end users.

(D)6.4 Performance Results Provided to Reseller

The performance results provided to RESELLER by USW shall be consistent with the current version of the USW Service Performance Indicator Description (PID).

(D)6.5 The performance results provided under this Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Proprietary Information" as provided in Section (A)3.14 of this Agreement.

(D)6.6 Service Performance - Reported Events

(D)6.6.1 When applicable, USW will report service-related performance results for all "events". An "event" is the activity that generates the measurement.

(D)6.6.2 The Parties will report RESELLER results referenced above provided that RESELLER has ordered and is utilizing the services reported;

(D)6.6.3 USW will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month.

(D)6.7 Self Executing Remedies

The purpose and focus of remedies provisions under this Resale Agreement shall be to resolve significant differences in service quality that have been identified through appropriate comparisons of the service performance results reported for the core performance indicators defined above. Self-executing remedies are those actions, defined herein, that USW will undertake in good faith and in cooperation with RESELLER to respond to such differences immediately, without waiting for determination of whether actual discrimination may exist.

(D)6.7.1 For this purpose, significant differences shall be considered to be those that are determined to be statistically, operationally, and materially significant in each of three (3) or more consecutive months and that reflect a probability that inferior service was apparently provided to RESELLER, based on the relevant comparison of performance indicator results. Statistical significance shall be determined as defined below. Operational and material significance shall be established by including for comparison only those results that have (a) minimum sample sizes of 30 each, and (b) a relevant comparison demonstrating a service performance difference of a magnitude that can be reasonably considered to have a perceptible effect on end users or RESELLER operations.

- (D)6.7.2 Determination of the statistical significance of any difference in appropriately comparable results shall be based on statistical testing for (1) differences in means (where performance indicator results are reported as averages) or (2) difference in proportions (where performance indicator results are reported as percentages), as follows:
- (D)6.7.2.1 Determination of the significance of a difference in mean values of each monthly service performance indicator results shall be based on a "permutation" test using what is commonly referred to as a "Z" statistic and a maximum of 1,000 randomly selected permutations of the samples. Where sample sizes exceed 600, the "Z" test using the "modified Z statistic" may be used instead of the permutation test. Where used, the modified Z statistic will be based on the statistical variance associated with USW's retail performance results, where applicable, or on the variance associated with RESELLER aggregate performance results, where there are no retail performance results.
  - (D)6.7.2.2 The significance of a difference in proportional measurements shall be based on direct calculation of the probability of the observed difference using the binomial distribution with a pooled  $p$  value.
  - (D)6.7.2.3 A difference in results by either test type (i.e., differences in means or differences in proportions) will be deemed statistically significant if the appropriate one tailed test indicates, with 99 percent confidence, that the performance indicator results being compared appear to be from different populations of performance. In other words, that service being provided to RESELLER appears to be inferior to that represented by the comparable results (such as, results representing service provided to Resellers in aggregate or to USW retail).
- (D)6.7.3 For each case in which a significant difference as defined above has occurred, USW shall:
- (D)6.7.3.1 Immediately investigate to determine the cause(s) of the difference and, where feasible, begin good-faith efforts to resolve the difference;
  - (D)6.7.3.2 Within 45 days, provide to RESELLER a written explanation of the result of the investigation as to

cause(s) and, as applicable, an action plan describing (i) what has and will be done to resolve the difference, (ii) what cooperative actions and timelines on the part of RESELLER are needed to facilitate or expedite resolution, and (iii) listing key milestones for use by the Parties in tracking progress;

(D)6.7.3.3 Offer and meet with designated RESELLER representatives monthly to discuss progress on resolving the difference(s);

(D)6.7.3.4 Escalate to vice president level any significant difference that has or is not projected to be resolved within three months of the difference first being identified as significant as defined above, with commitment at that level to direct due diligence toward removing obstacles and expediting resources where feasible and necessary to resolve the difference as soon as possible.

(D)6.7.4 If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall allow three (3) months to correct the difference in the trend results. If the statistically, and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, shall be taken by either Party with respect to that difference.

(D)6.7.5 If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Resale Agreement shall apply.

#### (D)6.8 Delaying Events

(D)6.8.1 A Party's failure to meet a requirement in this Section of this Agreement shall not be included when that failure is a result, directly or indirectly, of a Delaying Event.

(D)6.8.2 A "Delaying Event" means:

(D)6.8.2.1 Failure by either Party to perform any of its obligations set forth in this Agreement,

(D)6.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party, or

(D)6.8.2.3 Any Force Majeure Event.

(D)6.8.3 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

(D)6.9 Records Retention for Service Performance Indicators

USW shall maintain complete and accurate records, for the specified review period of its performance under this Agreement for each measured activity. USW shall provide such records to RESELLER in a self-reporting format. Such records shall be in the format kept in USW's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."

(D)6.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the nondiscrimination requirements of the Act and wholesale services performance measurements reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

(D)6.11 Cost Recovery

Each Party reserves the right to recover the costs associated with the creation of the above measures, indicators, and reports 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.

**PART E - NORTH DAKOTA RATES  
LOCAL EXCHANGE SERVICES RESALE OF SERVICES**

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

1. Nonrecurring Charges.

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

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

- b. 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.

2. Except as qualified below, all USW telecommunications services, including IntraLATA Toll, shall be available for resale at a 16.15% discount.

- a. The following services are not available for resale:

- Customer Premises Equipment (separately or in a package)
- USW Calling cards
- Inside Wire (including installation, sale or maintenance)
- Promotions of less than 90 days
- Concession Service

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

- Grandfathered
- Residence
- Lifeline/Link-up

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

- Public Access Lines
- Private Line Used For Special Access

d. Telecommunications services offered by USW at a volume discount are available at an 8.15% discount.

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

**PART F - SIGNATURE**

**Entire Agreement**

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

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

**essential.com**

Akhil Garland  
Signature

Akhil Garland  
Name Printed/Typed

CEO  
Title

2-16-00  
Date

**U S WEST Communications, Inc.**

Katherine L. Fleming  
Signature

Katherine L. Fleming  
Name Printed/Typed

Vice President - Interconnection  
Title

02/25/00  
Date

PU-2248-00-105

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Received by (Please Print Clearly) <i>Beth</i> B. Date of Delivery <i>5/15/00</i></p>
<p>1. Article Addressed to:  <i>John Duffy Peter Mills</i>  <i>Essential.Com</i>  <i>Burlington Woods Dr #432</i>  <i>Burlington Ma 01803</i></p>	<p>C. Signature  <input checked="" type="checkbox"/> <i>Beth</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Address</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;"><b>MAY 15 2000</b></p>
<p>2. Article Number (Copy from service label)  <i>3 324 719711</i></p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-178

PU-2248-00-105

SENDER:	I also wish to receive the following services (for an extra fee):
<ul style="list-style-type: none"> <li>Complete items 1 and/or 2 for additional services.</li> <li>Complete items 3, 4a, and 4b.</li> <li>Print your name and address on the reverse of this form so that we can return this card to you.</li> <li>Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li>Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li>The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul> <p>3. Article Addressed to:  <i>John Duffy Peter Mills</i>  <i>Essential.Com Inc</i>  <i>3 Burlington Woods Dr #432</i>  <i>Burlington Ma 01803</i></p> <p>5. Received By: (Print Name)  <i>Beth Degen</i></p> <p>6. Signature: (Addressee or Agent)  <input checked="" type="checkbox"/> <i>Beth</i></p>	<p>1. <input type="checkbox"/> Addressee's Address  2. <input type="checkbox"/> Restricted Delivery  Consult postmaster for fee.</p> <p>4a. Article Number  <i>P 443 354 772</i></p> <p>4b. Service Type  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified  <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured  <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD</p> <p>7. Date of Delivery  <i>5/13/00</i></p> <p>8. Addressee's Address (Only if requested and fees paid)</p>

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service