

DIVIDER

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

PU-2638-02-20

Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Filed 1/16/2002

Closed 3/28/2002

02

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, June 17, 2002 1:29 PM
To: Scott, Sandi L.
Subject: FW: Lots of Money Received....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Monday, June 17, 2002 1:21 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: Lots of Money Received....

Gloria Geiger
Administrative Staff Officer
North Dakota Public Service Commission
701-328-2401
fax 701-328-2133
gag@oracle.psc.state.nd.us

-----Original Message-----

From: Bauske, Shelly A.
Sent: Monday, June 17, 2002 12:43 PM
To: Geiger, Gloria A.
Subject: Lots of Money Received....

?

Ignus Inc
\$83.70
7700 8503 248 22020
PU-2638-02-20

Case No. PU-2676-02-128
KMC Telecom
\$85.22
7700 8503 248 02128

Case No. PU-2683-02-151
Qwest
\$29.09
7700 8503 248 22151

Case No. PU-2271-02-152
Qwest
\$29.09

12 **PU-202-20** Pages: 0
\$83.70 received

12 **PU-2676-02-128** Pages: 0
\$85.22 received

11 **PU-2683-02-151** Pages: 0
\$29.09 received

11 **PU-2271-02-152** Pages: 0
\$29.09 received

11 **PU-2630-02-195** Pages: 0
\$29.09 received

11 **PU-2579-02-173** Pages: 0
\$29.09 received

11 **PU-2684-02-164** Pages: 0
\$29.09 received
by WWC Holding Co. West River Telecommunications

11 **PU-2540-02-161** Pages: 0
\$29.09 received

11 **PU-2539-02-162** Pages: 0
\$29.09 received

11 **PU-2536-02-153** Pages: 0
\$29.09 received

11 **PU-2555-02-156** Pages: 0
\$29.09 received

11 **PU-2556-02-157** Pages: 0
\$29.09 received

by WWC Holding Co., Inc./Dickey Rural Communicatic
06/17/2002 CC: Comm Legal Ilona Jerry .

7700 8503 248 22151

Case No. PU-2630-02-195

Qwest

\$29.09

7700 8503 248 22151

Total Qwest Check: 87.27

Case No. PU-2579-02-173

West River Telecommunications

\$29.09

7700 8503 248 22151

Case No. PU-2684-02-164

North Dakota Telephone Company

\$29.09

7700 8503 248 22151

Case No. PU-2540-02-161

Midstate Telephone Company

\$29.09

7700 8503 248 22151

Case No. PU-2539-02-162

Midstate Communications Inc

\$29.09

7700 8503 248 22151

Case No. PU-2536-02-153

BEK Communications Cooperative

\$29.09

7700 8503 248 22151

Case No. PU-2556-02-156

Dickey Rural Telephone

\$29.09

7700 8503 248 22151

Case No. PU-2556-02-157

Dickey Rural Telephone

\$29.09

7700 8503 248 22151

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, June 04, 2002 4:09 PM
To: Scott, Sandi L.
Subject: FW: More Money Received.....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Tuesday, June 04, 2002 2:49 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: More Money Received.....

Gloria Geiger
Administrative Staff Officer
North Dakota Public Service Commission
701-328-2401
fax 701-328-2133
gag@oracle.psc.state.nd.us

-----Original Message-----

From: Bauske, Shelly A.
Sent: Friday, May 31, 2002 10:26 AM
To: Geiger, Gloria A.
Subject: More Money Received.....

Case No. PU-2617-02-148
Qwest
?

7700 8503 248 22148 \$85.22

Case No. PU-2676-02-128
Qwest
?
7700 8503 248 85.22 22128

Case No. PU-2271-02-123
Qwest
?
7700 8503 248 85.21 22123

Case No. PU-1716-02-114
Qwest
?
7700 8503 248 22114 \$292.88

- 8 **PU-2617-02-148** Pages: 0
\$85.22 received
- 8 **PU-2676-02-128** Pages: 0
\$85.22 received
- 8 **PU-2271-02-123** Pages: 0
\$85.21 received
- 16 **PU-1716-02-114** Pages: 0
\$292.88 received
- 11 **PU-2442-02-66** Pages: 0
\$64.96 received
- 11 **PU-2630-02-49** Pages: 0
\$76.01 received
- 11 **PU-2057-02-32** Pages: 0
\$83.69 received
by Qwest Corporation
- 11 **PU-2659-02-94** Pages: 0
\$64.96 received
- 11 **PU-2652-02-50** Pages: 0
\$76.01 received
- 11 **PU-2638-02-20** Pages: 0
\$83.69 received
- 12 **PU-2658-02-92** Pages: 0
\$64.96 received
- 11 **PU-2630-02-93** Pages: 0
\$64.96 received
- 11 **PU-2057-02-41** Pages: 0
\$76.01 received
by Qwest Corporation
05/31/2002

CC: Comm Legal Ilona Jerry .

Case No. PU-2442-02-66
Qwest
?
7700 8503 248 64.96 22066

Case No. PU-2630-02-49
Qwest
?
7700 8503 248 76.01 22049

Case No. PU-2057-02-32
Qwest
?
7700 8503 248 83.69 22032

Case No. PU-2659-02-94
Qwest
?
7700 8503 248 64.96 22094

Case No. PU-2652-02-50
Qwest
?
7700 8503 248 76.01 22050

Case No. PU-2638-02-20
Qwest
?
7700 8503 248 83.69 22020

Case No. PU-2658-02-92
Qwest
?
7700 8503 248 64.96 22092

Case No. PU-2630-02-93
Qwest
?
7700 8503 248 64.96 22093

Case No. PU-2057-02-41
Qwest
?
7700 8503 248 76.01 22041

Total Qwest Check: \$720.21

APPROVED

DATE: 5-8-02
KMF

MOTION

May 8, 2002

Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2638-02-20

I move the Commission bill Ignus, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2638-02-20, Ignus, Inc./Qwest Corporation, Interconnection Agreement, Application.

10

PU-2638-02-20

Pages: 3

Utility Valuation Motion/Letter/Billing
Statement
by Public Service Commission

05/08/2002

CC: Comm Legal Ilona Jerry



Public Service Commission
State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

May 8, 2002

Viigdis Gjerde
Ignus Inc
855 I 45th St SW Ste 1
Fargo ND 58103

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2638-02-20
Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the May 8, 2002 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2638-02-20.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the *Public Service Commission*.

Sincerely,

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

Director - Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Billing Statement

May 8, 2002

Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2638-02-20

Bill To:

Ignus, Inc.....	\$83.70
Qwest Corporation	\$83.69

Expenses Incurred to Date:

Advertising Costs	\$167.39
-------------------	----------

Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2638-02-20

Western Wireless Corporation/SRT Communications,
Inc.
Interconnection Agreement Amendment
Application

Case No. PU-2423-02-28

McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2057-02-32

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **28th day of March, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **five** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

Viigdis Gjerde
Ignus Inc
855 I 45th ST SW Ste 1
 Fargo ND 58103

Cert. No. 7001 2510 0005 8655 6445

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 2510 0005 8655 6452

Warren L Hight
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

Cert. No. 7001 2510 0005 8655 6469

Gene DeJordy
Western Wireless Corporation
2001 NW Sammamish Rd
Issaquah WA 98027

Cert. No. 7001 2510 0005 8655 6476

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7001 2510 0005 8655 6483

Sharon Helbling further deposes and says that on the **28th day of March, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **28th day of March, 2002**.



Notary Public

SEAL



APPROVED

MOTION

DATE: 3/27/02
KMF

March 27, 2002

**Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2638-02-20

**Western Wireless Corporation/SRT
Communications, Inc.
Interconnection Agreement Amendment
Application**

Case No. PU-2423-02-28

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-32

I move the Commission adopt the Order approving the captioned
interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2638-02-20

**Western Wireless Corporation/SRT
Communications, Inc.
Interconnection Agreement Amendment
Application**

Case No. PU-2423-02-28

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-32

ORDER

March 27, 2002

On January 16, 2002, Qwest Corporation (Qwest) filed an application for approval of a service resale agreement negotiated with Ignus, Inc. of Fargo, North Dakota, Case No. PU-2638-02-20. This amendment sets forth rates terms and conditions under which Qwest agrees to provide services for resale.

On January 22, 2002, SRT Communications, Inc. (SRT) filed an application for approval of an amendment negotiated to its interconnection agreement with Western Wireless Corporation of Issaquah, Washington, Case No. PU-2423-02-28. This amendment changes the rate for reciprocal compensation included in the original agreement.

On January 22, 2002, , Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, Iowa, Case No. PU-2057-02-32. This amendment sets forth rates terms and conditions for Unbundled Dedicated Interoffice Transport.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

On January 30, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until March 5, 2002. No comments have been received.

The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

Order


The Commission orders:

1. The captioned interconnection agreements are APPROVED.
2. The Commission retains continuing jurisdiction over the agreements at all times.
3. Notice of any changes to the agreements must be filed promptly with the Commission.
4. The agreements must not be assigned, assumed or otherwise transferred without the approval of the Commission.

PUBLIC SERVICE COMMISSION



Anthony T. Clark
Commissioner



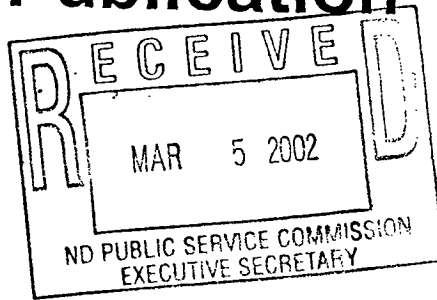
Susan E. Wefald
President



Leo M. Reinbold
Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Laurie Thiel, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
Ignus, Inc., 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Laurie Thiel

Subscribed and sworn to before me this 14th day of February A.D. 2002

Laurie Schaffer

LAURIE SCHAFFER
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 1, 2005

✓ 6 PU-2638-02-20 Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
03/05/2002 CC: Comm Legal Ilona Jerry

6 PU-2423-02-28 Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
03/05/2002 CC: Comm Legal Ilona Jerry

6 PU-2057-02-32 Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
03/05/2002 CC: Comm Legal Ilona Jerry

North Dakota Advertising Service, Inc.

1435 Interstate Loop • Bismarck, ND 58501-0567 • PHONE (701) 223-6397 • FAX (701) 223-8185 • www.ndna.com

INVOICE

Date: 02/28/2002

Page: 1

To:

JON H. MIELKE
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK ND 58505



Client: Public Service Commission

Order: 02022PP1

Newspaper	Date	Inches	Page#	Rate	Amount
Bismarck Tribune	Ignus, Inc 02/06/2002	82.00	SPR2	0.61	50.02
Devils Lake Daily Journal	Ignus, Inc 02/06/2002	82.00	SPR2	0.57	46.74
Dickinson Press	Ignus, Inc 02/06/2002	90.00	SPR2	0.52	46.80
Fargo, The Forum	Ignus, Inc 02/11/2002	79.00	SPR2	0.73	57.67
Grand Forks Herald	Ignus, Inc 02/07/2002	78.00	SPR2	0.61	47.58
Jamestown Sun	Ignus, Inc 02/06/2002	95.00	SPR2	0.50	47.50
Minot Daily News	Ignus, Inc 02/06/2002	2129.00	SPR2	0.42	54.18
Valley City Times-Record	Ignus, Inc 02/06/2002	90.00	SPR2	0.52	46.80
Wahpeton Daily News	Ignus, Inc 02/06/2002	90.00	SPR2	0.52	46.80
Williston Herald	Ignus, Inc 02/06/2002	88.00	SPR2	0.66	58.08

*** ADVERTISING TOTAL 502.17

*** TOTAL DUE 502.17

6 **PU-2638-02-20** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

03/05/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2423-02-28** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

03/05/2002

CC: Comm Legal Ilona Jerry .

6 **PU-2057-02-32** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

03/05/2002

CC: Comm Legal Ilona Jerry .

This invoice is due and payable upon receipt. Unpaid items over 30 days from invoice date are subject to a finance charge. The finance charge is computed by a periodic rate of 1 3/4 percent per month (or a minimum charge of 50 cents for balances of under \$50), which is an annual percentage rate of 21 percent.

Total unpaid balance may be paid at any time.

Please pay from this invoice — No statement will be sent. Return duplicate with remittance to North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2638-02-20

**Western Wireless Corporation/SRT Communications,
Inc.
Interconnection Agreement Amendment
Application**

Case No. PU-2423-02-28

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-32

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **31st day of January, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **five** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Viigdis Gjerde
Ignus Inc
855 I 45th ST SW Ste 1
Fargo ND 58103
Cert. No. 7099 3220 0002 8483 1419

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695
Cert. No. 7099 3220 0002 8483 1426

Warren L Hight
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027
Cert. No. 7099 3220 0002 8483 1433

Gene DeJordy
Western Wireless Corporation
2001 NW Sammamish Rd
Issaquah WA 98027
Cert. No. 7099 3220 0002 8483 1440

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7099 3220 0002 8483 1457

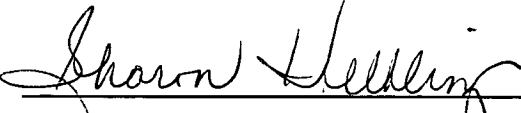
Sharon Helbling further deposes and says that on the **31st day of January, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

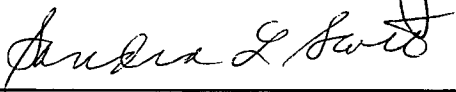
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **31st day of January, 2002**.





Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2638-02-20

Western Wireless Corporation/SRT Communications,
Inc.
Interconnection Agreement Amendment
Application

Case No. PU-2423-02-28

McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2057-02-32

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

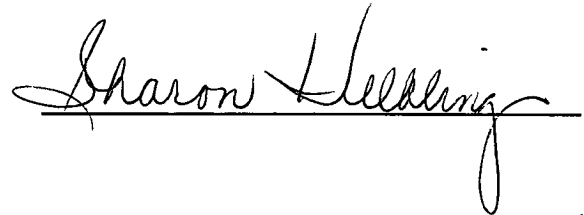
she is over the age of 18 years and not a party to this action and, on the **31st day of January, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

Notice of Opportunity to File Written Comments

To:

See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.



Subscribed and sworn to before me
this **31st day of January, 2002**.



Notary Public

SEAL



wbrudvik@ohnstadlaw.com
William Brudvik

ruth.holder@igent.com
Ruth Holder

donlee@martin-associates.com
Don Lee

jlchapman@acomminc.com
Jerry Chapman
Acomm Inc
510 1st Ave N Ste 203
Minneapolis MN 55403-0343

Advanced Telcom Inc
110 Stony Point Rd Ste 200
Santa Rosa CA 95401

jbrowne@lga.att.com
Janet Browne
AT&T
1875 Lawrence St 14th Fl
Denver CO 80202

smassey@bepc.com
Sheryl Massey
Basin Electric Power Coop
1717 E Interstate Ave
Bismarck ND 58501-0564

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
PO Box 230
Steele ND 58482-0230

jtmgr@bektel.com
Jerome Tishmack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

laurie.sims@connect.com
Laurie Sims
CCCND Inc
124 W Capitol Ave Ste 250
Little Rock AR 72201

Citizens Telecomm Co of Minnesota
3 High Ridge Park
Stamford CT 06905

Citizens Telecomm Co of ND
3 High Ridge Pk
Stamford CT 06905

ltade@czn.com
Lance Tade
Citizens Telecomm of ND

Daniel L Barth
Comm South Companies Inc
2909 N Buckner Blvd Ste 800
Dallas TX 75228

Computer Integrated Communications Inc
8502 Bells Mill Rd
Potomac MD 20854-4071

mannawiz@pacbell.net
Larry Manna
Compuwiz
1012 Industrial Blvd
South Lake Tahoe CA 96150

paul@consolidatedtelcom.com
Paul Schuetzler
Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

Dave Dircks
DCN LLC
P O Box 180
Devils Lake ND 58301-0180

drtc@drtel.net
Darren Moser
Dickey Rural Telephone Cooperative
PO Box 69
Ellendale ND 58436-0069

jkirby@excel.com
Jerry Kirby
eMeritus Communications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

Essex Communications Inc
543 Main St
New Rochelle NY 10801-7214

eVulkan Inc
1 River Ct Apt 1408
Jersey City NJ 07310-2006

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

ken@consolidatedtelcom.com
L Dan Wilhelmson
Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Robert Hill
Daktel Communications LLC
P O Box 299
Carrington ND 58421-0299

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DIECA Communications Inc
2330 Central Expswy
Santa Clara CA 95050

Essential.com Inc
1 Burlington Woods
Burlington MA 01803-4503

Evercom Systems Inc
P O Box 167707
Irving TX 75016-7707

jkirby@excel.com
Jerry Kirby
Excel Telecommunications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

Dave Waters
Fairpoint Communications Solutions
17 Columbia Cir
Albany NY 12203-5156

glenn.richards@shawpittman.com
Glenn Richards
Glenn Richards
ShawPittman
2300 N St NW

Global Telelink Services Inc
1455 Old Alabama Rd Ste 100
Roswell GA 30076-2134

rilaqua@rrv.net
Ronald Laqua
Halstad Telephone Company
PO Box 55
Halstad MN 56548-0055

HTC Services Inc
P O Box 55
Halstad MN 56548

carl.billek@corp.idt.net
Carl Billek
IDT America, Corp.
520 Broad St 7th Fl
Newark NJ 07102

karen.johnson@integratelecom.com
Karen Johnson
Integra Telecom of North Dakota Inc
19545 Von Neumann Dr Ste 200
Beaverton OR 97006-6902

kander@ictc.com
Keith Anderson
Inter-Community Telephone Co. II
PO Box 8
Nome ND 58062-0008

meredith.gifford@gecapital.com
Meredith Gifford
GE Business Productivity Solutions Inc
6540 Powers Ferry Rd
Atlanta GA 30339

Global Tel*Link Corporation
2609 Cameron St
Mobile AL 36607

cooperstown@mlgc.com
Ray Brown
Griggs County Telephone Company
Cooperstown ND 58425

hold@texas.net
Dana Wilson
Home Owners Long Distance Inc
8647 Wurzbach Rd #M-1
San Antonio TX 78240-1245

Julia Waysdorf
ICG Telecom Group Inc
161 Inverness Dr W
Englewood CO 80112

jamie@ignus.com
Jamie Kubik
Ignus Inc
P O Box 9202
Fargo ND 58106-9202

kander@ictc.com
Keith Anderson
Inter-Community Telephone Co
PO Box 8
Nome ND 58062-0008

itci@hcctel.net
Bruce Reuber
Interstate Telcom Consulting Inc
130 Birch Ave W
Hector MN 55342-0668

Intrado Communications Inc
6285 Lookout Rd
Boulder CO 80301

IPVoice Communications Inc
7585 E Redfield Rd Ste 202
Scottsdale AZ 85260-6938

anewell@jato.net
Andrew R Newell
JATO Operating Two Corp
600 17th St Ste 18005
Denver CO 80202-5441

Local Telcom Holdings LLC
485 Madison Ave 15th Fl
New York NY 10022-5803

marcus.milam@attws-sf.com
Marcus Milam
Marcus Y Milam

Michel Murray
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

john_sullivan@cable.comcast.com
John Sullivan
McLeodUSA

Amy Ibis
McLeodUSA
5100 S McLeod Ln
Sioux Falls SD 57108-2207

Neil Schmie
Ionex Communications North Inc
15305 Dallas Pkwy Ste 1500
Addison TX 75001-6768

James Valley Coop Telephone Co
P O Box 69
Ellendale ND 58436-0069

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Steven Katka
Loretel Systems Inc
13 E 4th Ave
Ada MN 56510

susan.a.travis@wcom.com
Susan Travis
MCI Worldcom
201 Spear St 9th Fl
San Francisco CA 94105

McKenzie Consolidated Telecom LLC
P O Box 1140
Watford City ND 58854-1140

wheaston@mcleodusa.com
William Heaston
McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3547

knations@mmfn.com
Karen Nations
Metromedia Fiber Network Services Inc
360 Hamilton Ave
White Plains NY 10601

gerrya@midrivers.com
Gerry Anderson
Mid-Rivers Telephone Coop Inc
PO Box 280
Circle MT 59215-0280

hfuglest@ndarec.com
Harlan Fugelsten
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

pschaner@ndarec.com
Patti Schaner
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661

rer@norlight.com
Robert E Rogers
NorLight Inc
275 N Corporate Dr
Brookfield WI 53045

pat@ndta.net
Patricia Gisinger
North Dakota Telephone Assoc
PO Box 2614
Bismarck ND 58502-2614

ddunning@polarcomm.com
David Dunning
Polar Commun Mut Aid Corp
PO Box 270
Park River ND 58270-0270

ddunning@polarcomm.com
David Dunning
Polar Telecommunications Inc
PO Box T
Park River ND 58270

sbunn@mlgc.c
Shelie Bunn
Moore & Liberty Telephone Co
Enderlin ND 58027

dhill@ndarec.com
Dennis Hill
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

info@newaccess.cc
Steven C Clay
New Access Communications LLC
120 S 6th St Ste 950
Minneapolis MN 55402-1838

lclemens@nft.net
Larry Clemens
Noonan Farmers Tele Co
Noonan ND 58765

Dave Dircks
North Dakota Long Distance Inc
P O Box 180
Devils Lake ND 58301-0180

klund@nccray.com
Kenneth Lund
Northwest Communications Corp
PO Box 38
Ray ND 58849-0038

ddunning@polarcomm.com
David Dunning
Polar Telcom Inc
PO Box 270
Park River ND 58270-0270

Jeff Walker
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Dallas TX 75001

Premiere Network Services Inc
1510 N Hampton Rd Ste 120
DeSoto TX 75115

Scott Lee
Protel Advantage Inc
300 E Main St #300
Anoka MN 55303-2481

kblicke@qwest.com
Kent Blickensderfer
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

smacint@qwest.com
Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

saberry@qwest.com
Sharon Berry
Qwest Corporation
409 1st Ave N
Fargo ND 58102-4802

pam@tnics.com
Pamela Harrington
RC Communications Inc
PO Box 197
New Effington SD 57255-0197

ardondoran@rrt.net
Ardon Doran
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

jdbtbb@ndak.net
Jan Boschee
Reservation Telephone Cooperative
Parshall ND 58770

mpbosh@minot ak.net
Mike Bosh
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

sschwan@qwest.com
Suzy Schwandt
Qwest Corporation

mkambe@qwest.com
Mel Kambeitz
Qwest Corporation
220 N 5th St
Bismarck ND 58501

maneill@qwest.com
Mary Ann Neill
Qwest Corporation
1801 California St Rm 4700
Denver CO 80202

areyes@telfile.com
Ayanery Reyes
QX Telecom LLC
230 5th Ave Ste 800
New York NY 10001

ardondoran@rrt.net
Ardon Doran
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001

royce@restel.net
Royce Aslakson
Reservation Telephone Cooperative
Parshall ND 58770

mbrestel@ndak.net
Marcia Burckhard
Reservation Telephone Cooperative
Parshall ND 58770

pam@tnics.com
Pamela Harrington
Roberts Cty Tele Coop Assoc
New Effington SD 57255

ServiSense.com Inc
180 Wells Ave Ste 450
Newton MA 02459-3302

bobhill@skylandnd.com
Bob Hill
Skyland Technologies Inc

SRT Communications Inc
P O Box 789
Minot ND 58702

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

stevedl@srttel.com
Steve Lysne
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

johnar@srttel.com
John Reiser
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

kimrw@srttel.com
Kim Weydahl
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

mdickers@state.nd.us
Marcy Dickerson
State Tax Department
State Capitol
Bismarck ND 58505

stthomas@talk.com
Sharon Thomas
Talk America Inc
12001 Science Dr Ste 130
Orlando FL 32826

Telera Communications Inc
910 E Hamilton Ave Ste 200
Campbell CA 95008

Touch America Inc
40 E Bdwy
Butte MT 59701

maryg@uslink.net
Mary Goodman
U S Link Inc
P O Box 317
Pequot Lakes MN 56472-0327

lahall@usgs.gov
Lenora Hall
U S Geological Survey

kjvannin@usgs.gov
K Vannin
U S Geological Survey

U S West Interprise America Inc
7800 E Orchard Rd Ste 480
Englewood CO 80111

United Communications HUB Inc
225 S Lake Ave Ste 705
Pasadena CA 91106

kander@ictc.com
Keith Anderson
Valley Communications Inc
P O Box 8
Nome ND 58062

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

Verzon Select Services Inc
600 Hidden Ridge
Irving TX 75038

bonniek@westriv.com
Bonnie Krause
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

mickg@westriv.com
Mick Grosz
West River Telecommunications Coop
PO Box 467
Hazen ND 58545-0467

paulihland@means.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

Jennifer Sikes
1-800 Reconex
2500 Industrial Ave
Hubbard OR 97032

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Leeann Brunnette
AT&T
P O Box 71142
Clive IA 50325-0142

Jack Medaris
Atlas Communications LTD
484 Norristown Rd Ste 123
Blue Bell PA 19422

John Broten
Bell Atlantic Communications Inc
1320 N Court House Rd 9th Fl
Arlington VA 22201

Jennifer Whitley
Business Discount Plan Inc
1 World Trade Ctr Ste 800
Long Beach CA 90831-0800

Scott Geston
Cable One of Fargo
P O Box 10624
Fargo ND 58106-0624

Choctaw Communications Inc
1600 Viceroy
Dallas TX 75235

Robert Fallan
Coast International
14303 W 95th St
Lenexa KS 66215-5210

Comcast Telecommunications
1500 Market St
Philadelphia PA 19102

Molli Harper
Commnet Cellular Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111

Murray Barr
Competitive Strategies Group Inc
70 East Lake St 7th Fl
Chicago IL 80112

Elaine McHale
Concert Communications Sales LLC
295 N Maple Ave Rm 3160A2
Basking Ridge NJ 07920

D D D Calling Inc
5120 Woodway Ste 7007
Houston TX 77056

Robert Hill
Dakota Central Tele Coop
PO Box 299
Carrington ND 58421-0299

Robert Hill
Dakota Central Telecom I
PO Box 299
Carrington ND 58421-0299

Dickey Rural Communications Inc
PO Box 69
Ellendale ND 58436-0069

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Easton Telecom Services Inc
3046 Brecksville Rd #A
Richfield OH 44286-9399

Ronald Rodemerk
Frontier Comm International
180 S Clinton Ave
Rochester NY 14646-0500

Group Long Distance Inc
400 E Atlantic Blvd
Pampano Beach FL 33060-6200

IdeaOne Telecom Group LLC
3239 39th St SW
Fargo ND 58104

Intrado Communications Inc
6285 Lookout Rd
Boulder CO 80301

Kenneth Meister
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

Larry Barnes
IXC/SSC-Regulatory Affairs
1122 S Capital of TX Hwy
Austin TX 78746-6426

Myer Shark
Knollwood Place Apts #221
3630 Phillips Pkwy
St Louis Park MN 55426

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

Derrick Johnson
Lockheed Martin Global Telecomm
6560 Rock Spring Dr
Bethesda MD 20817

Lawrence E Edman
Fleischman & Walsh
1400 16th ST NW
Washington DC 20036

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

HJN Telecom Inc
3235 Satellite Blvd Bldg 400 Ste 300
Duluth GA 30096

Ken Hanks
International Telcom Ltd
417 2nd Ave W
Seattle WA 98119

Sue Weiske
Ionex Communications North Inc
15305 Dallas Pkwy Ste 1500
Addison TX 75001-6768

Nanette Edwards
ITC DELTACOM INC
4092 Memorial Pkwy SW
Huntsville AL 35802-1382

Katherine E Ford
U S WEST
1801 California St Ste 5100
Denver CO 80202
Thomas K Crowe
Law Offices of Thomas K Crowe PC
2300 M St NW Ste 800
Washington DC 20037

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Jan Lowe
Long Dist Consolidated Billing Co
145 S Livernois Rd #199
Rochester MI 48307-1837

Jim Marchant
Maxcess Inc
100 W Lucerne Circle Ste 500
Orlando FL 32801

Marilyn Fc
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

MCImetro Access Transmission Services
707 17th ST Ste 3600
Denver CO 80202

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

Gordon Wilhelmi
Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

Mark Wilhelmi
Midstate Telephone Co
PO Box 400
Stanley ND 58784-0400

Minnesota Independent Equal Access
Corp
10300 6th Avenue N
Plymouth MN 55441

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

Sharon Meinhart
NetLogix Telecom Inc
501 Bath St
Santa Barbara CA 93101

Nextel West Corp
2001 Edmund Halley Dr
Reston VA 20191-3436

Dave Dircks
North Dakota Telephone Company
PO Box 180
Devils Lake ND 58301-0180

Holly Sasscer
Operator Communications Inc
3530 Forest Ln Ste 200
Dallas TX 75234-7910

Primus Telecommunications Inc
1700 Old Meadow Rd 3rd Fl
McLean VA 22102

QuantumShift Communications Inc
101 Rowland Way Ste 300
Novato CA 94945

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

Charles Steese
Qwest Corporation
1801 California St Ste 5100
Denver CO 80202

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

Skyland Technologies Inc
P O Box 5237
Helena MT 59604-5237

Andrew Jones
Sprint
8140 Ward Pkwy Flr 5E
Kansas City MO 64114

Randy Burckhard
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

Jack Medaris
Telco Partners Inc
484 Norristown Rd Ste 123
Blue Bell PA 19422

Tele-Tech Inc
2900 W 11th St
Sioux Falls SD 57104-3660

Kenneth Carlson
Turtle Mountain Communications
PO Box 729
Langdon ND 58249-0729

Sam Billingsley
United States Advanced Network Inc
3000 Northwoods Cir
Norcross GA 30071-1562

Christina Tygielski
Universal Access Inc
Sears Tower 233 S Wacker Dr Ste 600
Chicago IL 60606-6307

Dean Polkc
RCC Network Inc
PO Box 2000
Alexandria MN 56308-2000

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322
Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

SRT Communications Inc
P O Box 789
Minot ND 58702-0789

Harris Saele
T P C Inc
PO Box 180
Devils Lake ND 58301-0180

Al Bosch
Tele-Beep Company
PO Box 7072
Bismarck ND 58502-7072

T-Netix Inc
P O Box 701028
Dallas TX 75370-1028

Giuseppe Vitale
UKI Communications Inc
500 N Rainbow Blvd Ste 300
Las Vegas NV 89107

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Dennis Houston
Universal Network Services of ND
1572 North Batavia St Ste 1A
Orange CA 92867

Val-Ed Joint Venture LLP
150 2nd St SW
Perham MN 56573

West River Coop Telephone Co
P O Box 39
Bison SD 57620-0039

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

Z-Tel Communications Inc
601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Randy Houc
Venture Communications Inc
PO Box 157
Highmore SD 57345-0157

Darrell Henderson
West River Cooperative Telephone
Company
PO Box 39
Bison SD 57620-0039
Mick Grosz
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

Carolyn Fodor
Winstar
100 Galleria #111
Southfield MI 48034

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, January 31, 2002 7:43 AM
To: ndna (E-mail)
Subject: Attached Notice of Opportunity for Hearing & Notice of Opportunity to File Written Comments

**Colleen
North Dakota Newspaper Association**

Colleen,

Would you please have the attached Notice of Opportunity for Hearing and Notice of Opportunity to File Written Comments published as legal publications in the ten North Dakota daily newspapers, run them as "New Item Only" articles, and send the bill to us along with a tear sheet for billing purposes.

If you have any questions, call me at 328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**



1.doc



1.doc

4

PU-2638-02-20

Pages: 1

Notice e-mailed to NDNA requesting
publication
by Public Service Commission

01/31/2002

CC: Comm Legal Ilona Jerry

APPROVED

MOTION

DATE: 1-30-02
KME

January 30, 2002

**Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2638-02-20

**Western Wireless Corporation/SRT
Communications, Inc.
Interconnection Agreement Amendment
Application**

Case No. PU-2423-02-28

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-32

I move the Commission issue a Notice of Opportunity to File Written Comments in the captioned applications for approval of interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Ignus, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2638-02-20

**Western Wireless Corporation/SRT
Communications, Inc.
Interconnection Agreement Amendment
Application**

Case No. PU-2423-02-28

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2057-02-32

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

January 30, 2002

On January 16, 2002, in Case No. PU-2638-02-20, Qwest Corporation (Qwest) filed an application for approval of a service resale agreement negotiated with Ignus, Inc. of Fargo, North Dakota. This amendment sets forth rates terms and conditions under which Qwest agrees to provide services for resale.

On January 22, 2002, in Case No. PU-2423-02-28, SRT Communications, Inc. (SRT) filed an application for approval of an amendment negotiated to its interconnection agreement with Western Wireless Corporation of Issaquah, Washington. This amendment changes the rate for reciprocal compensation included in the original agreement.

On January 22, 2002, in Case No. PU-2057-02-32, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, Iowa. This amendment sets forth rates terms and conditions for Unbundled Dedicated Interoffice Transport.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

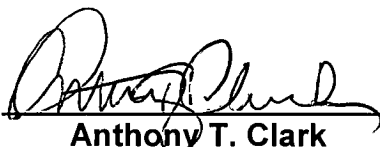
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

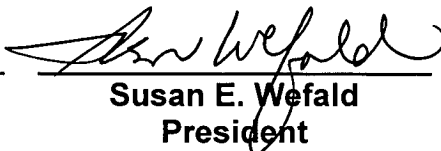
The Commission will receive written comments on these agreements until March 5, 2002.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

PUBLIC SERVICE COMMISSION



Anthony T. Clark
Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

ZUGER KIRMIS & SMITH

COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis
Lance D. Schreiner, P.C.
James S. Hill, P.C.*[^]
Patrick J. Ward**[^]
Rebecca S. Thiem, P.C.*
Daniel S. Kuntz, P.C.
Jerry W. Evenson, P.C.[^]
Lawrence A. Dopson
Lawrence E. King, P.C.*
Tracy Vigness Kolb, P.C.
Shawnda R. Reid
Constance N. Hofland

316 North Fifth Street
Provident Building
P.O. Box 1695
Bismarck, ND 58502-1695
(701) 223-2711
fax (701) 223-7387
zkslaw@zkslaw.com
www.zkslaw.com

Of Counsel
John A. Zuger

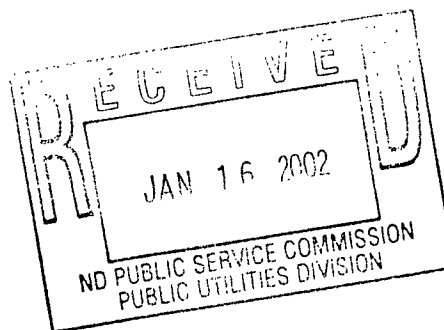
Thomas O. Smith
1944-2001

Also licensed in
Minnesota *
Montana/Illinois **

[^]Certified Civil Trial Specialist
National Board of Trial Advocacy

January 16, 2002

Mr. Jon Mielke
Executive Secretary
ND Public Service Commission
State Capitol -- 12th Floor
Bismarck, ND 58505-0480



Re: Resale Agreement between Qwest Corporation and Ignus Incorporated

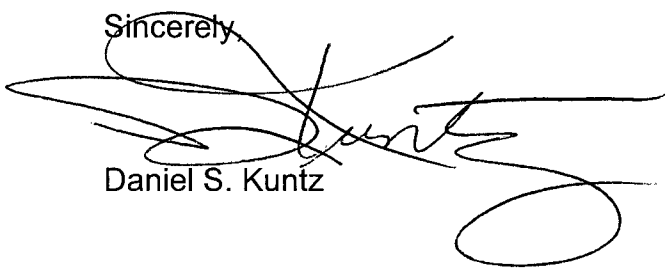
Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of a Resale Agreement between Ignus Incorporated and Qwest Corporation for the State of North Dakota. The contact person for Ignus Incorporated is Viigdis Gjerde, 855 I 45th Street SW, Suite 1, Fargo, ND 58103. Mr. Gjerde's telephone number is 888-449-9040.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope.

Please contact me if you have any questions regarding this filing.

Sincerely,


Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Viigdis Gjerde wo/enc.

1

PU-2638-02-20

Pages: 67

Interconnection Agreement application

by Ignus, Inc./Qwest Corporation

01/16/2002

CC: Comm Legal Ilona Jerry

**RESALE
AGREEMENT**

BETWEEN

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

AND

IGNUS INCORPORATED

FOR THE STATE OF

NORTH DAKOTA

NOVEMBER 14, 2001

TABLE OF CONTENTS

PART A - GENERAL TERMS.....1.

SECTION 1.0 - SCOPE OF AGREEMENT1.

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

SECTION 3.0 - IMPLEMENTATION SCHEDULE.....4

SECTION 4.0 - DEFINITIONS.....5.

SECTION 5.0 - TERMS AND CONDITIONS.....7.

5.1 GENERAL PROVISIONS.....7

5.2 TERM OF AGREEMENT7

5.3 PROOF OF AUTHORIZATION.....7

5.4 PAYMENT.....8

5.5 TAXES.....9

5.6 FORCE MAJEURE.....10

5.7 LIMITATION OF LIABILITY.....10

5.8 INDEMNITY11

5.9 INTELLECTUAL PROPERTY.....12

5.10 WARRANTIES.....14

5.11 ASSIGNMENT.....14

5.12 DEFAULT.....15

5.13 DISCLAIMER OF AGENCY.....15

5.14 SEVERABILITY15

5.15 NONDISCLOSURE.....15

5.16 SURVIVAL.....17

5.17 DISPUTE RESOLUTION.....17

5.18 CONTROLLING LAW.....18

5.19 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....18

5.20 NOTICES.....18

5.21 RESPONSIBILITY OF EACH PARTY.....19

5.22 NO THIRD PARTY BENEFICIARIES.....19

5.23 REFERENCED DOCUMENTS.....19

5.24 PUBLICITY.....19

5.25 AMENDMENT.....19

5.26 HEADINGS OF NO FORCE OR EFFECT.....20

5.27 REGULATORY APPROVAL.....20

5.28 EXECUTED IN COUNTERPARTS.....20

5.29 COMPLIANCE.....20

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

5.31 COOPERATION.....20

5.32 ENTIRE AGREEMENT.....21

5.33 PICK AND CHOOSE.....21

SECTION 6.0 – RESALE.....22

6.1 DESCRIPTION.....22

6.2 TERMS AND CONDITIONS.....22

6.3 RATES AND CHARGES.....27

6.4 ORDERING PROCESS.....28

6.5 BILLING.....29

6.6 MAINTENANCE AND REPAIR.....29

SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS.....30

SECTION 9.0 - SUPPORT FUNCTIONS: OPERATIONAL SUPPORT SYSTEMS (OSS) AND MAINTENANCE AND REPAIR.....37

9.1 DESCRIPTION37

9.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING37

9.3 MAINTENANCE AND REPAIR.....48

SECTION 10.0 - QWEST DEX.....60

SECTION 11.0 - SERVICE PERFORMANCE.....61

SECTION 12 - SIGNATURE62

PART A - GENERAL TERMS

This Resale Agreement is between Ignus Incorporated (“RESELLER”), a North Dakota corporation and Qwest Corporation (f.d.b.a. U S WEST Communications, Inc.) (“Qwest”), a Colorado corporation.

Section 1.0 - SCOPE OF AGREEMENT

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

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

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

1.4 This Agreement is structured in the following format:

Section 1 - General Terms

Section 2 - Interpretation and Construction

Section 3 - Implementation Schedule
Section 4 - Definitions
Section 5 - Terms and Conditions
Section 6 - Resale
Section 7 - White Pages Directory Listings
Section 8 - Network Security
Section 9 - Access to Operational Support Systems
Section 10 - Qwest Dex
Section 11 - Service Performance
Section 12 - Signature Page
Exhibit A – Rates
Exhibit G - CMP

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

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

1.6 Qwest and RESELLER mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

Section 3.0 - IMPLEMENTATION SCHEDULE

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

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

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

Section 4.0 - DEFINITIONS

4.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the North Dakota Public Service Commission.

4.2 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.3 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.4 "Commission" means the North Dakota Public Service Commission.

4.5 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve end user interaction with stored information.

4.6 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

4.7 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by Qwest's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.8 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.9 "Party" means either Qwest or RESELLER and "Parties" means Qwest and RESELLER.

4.10 "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site: <http://www.qwest.com/wholesale/pcat/>

4.11 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. The Proof of Authorization Section of this Agreement lists acceptable forms of documentation.

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

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

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

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

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

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

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two years and shall terminate on February 14, 2003.

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

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

5.3 Proof of Authorization

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

5.3.1.1 The end user's written Letter of Authorization.

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

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

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

5.4 Payment

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Taxes

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

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

5.6 Force Majeure

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

5.7 Limitation of Liability

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

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

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

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

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

5.7.6 RESELLER is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to

RESELLER's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to RESELLER's accounts, Qwest will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

5.8 Indemnity

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

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

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

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

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

5.8.2 The indemnification provided herein shall be conditioned upon:

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

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

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

5.9 Intellectual Property

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9.7 RESELLER acknowledges the value of the marks “Qwest” and “U S WEST” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the “Owner”). RESELLER recognizes that nothing contained in this Agreement is intended as an assignment or grant to RESELLER of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. RESELLER will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. RESELLER will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

5.10 Warranties

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

5.11 Assignment

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

5.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of RESELLER, or any sale, transfer, pledge or other disposition by RESELLER of securities representing more than 50% of the securities entitled to vote in an election of RESELLER's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by RESELLER of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than RESELLER, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of RESELLER has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which

should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

5.12 Default

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

5.13 Disclaimer of Agency

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

5.14 Severability

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

5.15 Nondisclosure

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

confirmation that the Party receiving the information understands that the material is Proprietary Information.

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

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

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

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

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

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

5.16 Survival

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

5.17 Dispute Resolution

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

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

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

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

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

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

5.18 Controlling Law

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

5.19 Responsibility for Environmental Contamination

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

5.20 Notices

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

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

With copy to:
Qwest Corporation
Corporate Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

Ignus Incorporated
Viigdis Gjerde
855 I 45th St. SW
Suite 1
Fargo, ND 58103
Phone: 888-449-9040
Fax: 701-282-3232

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

5.21 Responsibility of Each Party

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

5.22 No Third Party Beneficiaries

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

5.23 Referenced Documents

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

5.24 Publicity

5.24.1 Notwithstanding anything to the contrary, RESELLER may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between RESELLER and Qwest, without Qwest's prior written consent. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if RESELLER violates this provision.

5.25 Amendment

5.25.1 RESELLER and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the

purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

5.26 Headings of No Force or Effect

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

5.27 Regulatory Approval

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

5.28 Executed in Counterparts

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

5.29 Compliance

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

5.30 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.31 Cooperation

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

implementation on a timely basis. Electronic processes and procedures are addressed in the Access to Operational Support Systems (OSS) section of this Agreement.

5.32 Entire Agreement

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

5.33 Pick and Choose

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

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to RESELLER for resale by RESELLER, the Parties also acknowledge that RESELLER is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, RESELLER shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that RESELLER must use to access Qwest's OSS at no cost to RESELLER. If RESELLER asks Qwest personnel to travel to RESELLER's location to deliver training, RESELLER will pay Qwest's reasonable travel related expenses. Qwest may also offer to RESELLER other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of end user to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail end users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to RESELLER for resale with any applicable wholesale discount.

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

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

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by RESELLER whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

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

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail end user that early terminates a CSA, including payment of any early termination charges. [Where RESELLER seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide RESELLER the same waivers of early termination liabilities as it makes to its own end users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.]

6.2.2.8 Grandfathered services are available for resale by RESELLER to existing end users of the grandfathered product or service.

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

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

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving RESELLER's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet RESELLER facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of Interconnection with RESELLER facilities, typically in a basement equipment room, which would be considered a single location for this

multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate RESELLER facilities termination point is considered a location. A RESELLER with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single RESELLER and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A RESELLER with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex RESELLER system to a single RESELLER serving location for rating purposes. RESELLER may not specify a Central Office as a RESELLER location for the termination of Centrex station lines.

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

6.2.2.11 Reserved for Future Use

6.2.2.12 Telecommunications Services provided directly to RESELLER for its own use and not resold to end users must be identified by RESELLER as such, and RESELLER will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to RESELLER Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail end users. Qwest shall also provide resold services to RESELLER in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse RESELLER for credits or fines and penalties assessed against RESELLER as a result of Qwest's failure to provide service to RESELLER, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to RESELLER for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to RESELLER shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to RESELLER. Qwest is not required to provide service credits for service failures that are the fault of the RESELLER;
- c) Intentionally Left Blank

- d) Intentionally Left Blank
- e) In no case shall Qwest's credits to RESELLER exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to RESELLER's resold services; and
- f) Intentionally Left Blank

6.2.3.2 Fines and Penalties --- Qwest shall be liable to pay to RESELLER fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's fines and penalties paid to RESELLER shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to RESELLER. Qwest is not required to pay fines and penalties for service failures that are the fault of the RESELLER;
- c) Qwest shall not be liable to provide fines and penalties to RESELLER if RESELLER is not subject to the Commission's fine and penalty requirements for service quality;
- d) In no case shall Qwest's fines and penalties to RESELLER exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to RESELLER's resold services; and
- e) In no case shall Qwest be required to provide duplicate reimbursement or payment to RESELLER for any service quality failure incident.

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

6.2.5 Reserved for Future Use

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

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

Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

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

6.2.9 If Qwest provides and RESELLER accepts Qwest's Directory Assistance Service or operator services for RESELLER's resold Local Exchange Service lines, such directory assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

6.2.10 RESELLER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA and IntraLATA services. RESELLER and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for RESELLER's improper InterLATA and IntraLATA PIC change requests, and RESELLER shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

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

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

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

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if RESELLER requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to RESELLER a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quote is accepted by RESELLER, RESELLER will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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

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

6.3.4 RESELLER will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for RESELLER end user changes of Interexchange or IntraLATA Carriers. Any change in RESELLER's end users' Interexchange or IntraLATA Carrier must be requested by RESELLER on behalf of its end user, and Qwest will not accept changes to RESELLER's end users' Interexchange or IntraLATA Carrier(s) from anyone other than RESELLER.

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

6.3.6 Miscellaneous Charges applicable to services ordered for resale by RESELLER will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail end users, except that RESELLER will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills RESELLER amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on RESELLER's bill(s).

6.3.9 If rates for services resold by RESELLER under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services

offerings, charges billed to RESELLER for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at RESELLER's request for use by RESELLER's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 RESELLER, or RESELLER's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. RESELLER shall inform its end users that they are end users of RESELLER for resold services. RESELLER's end users contacting Qwest in error will be instructed to contact RESELLER; and Qwest's end users contacting RESELLER in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or RESELLER from discussing its products and services with RESELLER's or Qwest's end users who call the other Party, seeking such information.

6.4.2 RESELLER shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to RESELLER for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail end users. The installation, Provisioning, maintenance, and repair processes for RESELLER's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether RESELLER's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 RESELLER is responsible for providing to Qwest complete and accurate end user listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to a new local service provider, Qwest will render its closing bill to the end user, discontinuing Billing

as of the date of the discontinuance of Qwest's service to the end user. If a RESELLER that currently provides resold service to an end user, or if end user's new local service provider orders the discontinuance of existing resold service from RESELLER, Qwest will bill the existing RESELLER for service through the date end user receives resold service from the existing RESELLER. Qwest will notify RESELLER by Operational Support System interface, facsimile, or by other agreed-upon processes when an end user moves from one RESELLER to a different local service provider. Qwest will not provide RESELLER with the name of the other local service provider selected by the end user.

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

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

6.4.8 Due date intervals for RESELLER's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to RESELLER shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail end users.

6.5 Billing

6.5.1 Qwest shall bill RESELLER and RESELLER shall be responsible for all applicable charges for the resold services as provided herein. RESELLER shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that RESELLER resells to an end user under this Agreement.

6.5.2 Qwest shall provide RESELLER, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the Section 9.2.5, Billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for RESELLER review.

6.6 Maintenance and Repair

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

6.6.2 Maintenance and repair procedures are detailed in Section 9.

6.6.3 RESELLER and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 9.3.8 of this Agreement.

SECTION 7.0 – WHITE PAGES DIRECTORY LISTINGS

7.1 Description

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

7.2 Terms and Conditions

7.2.1 RESELLER will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to RESELLER's end users at no charge.

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

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

7.2.4 If RESELLER provides its end users' listings to Qwest, RESELLER grants Qwest access to RESELLER's end user listings information solely for use in its Directory Assistance List Service, except as provided in Section 7.2.5, and subject to the terms and conditions of this Agreement. Qwest will incorporate RESELLER end user listings in the Directory Assistance Database. Qwest will incorporate RESELLER's end user listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

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

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

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

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

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

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

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

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

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

7.2.14 Reserved for Future Use

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

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

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

7.2.18 Prior to placing listings orders on behalf of end users, RESELLER shall be responsible for obtaining, and have in its possession, Proof of Authorization

(POA), as set forth in Section 5.3 of this Agreement.

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

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

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

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

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

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

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

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

7.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to RESELLER upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by RESELLER, Qwest shall enter into negotiations with RESELLER for RESELLER's use of subscriber list information for purposes other than publishing directories, and Qwest and RESELLER will enter into a written contract if agreement is reached for such use.

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

7.2.24 Qwest represents and warrants that any arrangement for the publication

of white pages Directory Listings with an Affiliate (including, without limitation, Qwest Dex, Inc.) (an Affiliate) or contractor, requires such Affiliate or contractor to publish the Directory Listings of RESELLER contained in Qwest's listings database so that RESELLER's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's end users.

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

7.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide RESELLER space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach RESELLER to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

7.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

7.3.1 Primary Listings; and

7.3.2 Premium/Privacy Listings.

7.4 Ordering Process

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

7.4.2 RESELLER listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller RESELLERs, which is available on-line through the PCAT, (<http://www.uswest.com//wholesale/> or will be provided in hard copy to RESELLER upon request. Initial information and directions are available in the PCAT.

7.4.3 RESELLER can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

SECTION 8.0 - NETWORK SECURITY

8.1 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 User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

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

8.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

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

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

8.6 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

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

8.8 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

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

8.10 Revenue Protection. Qwest shall make available to RESELLER all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888,

900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

8.10.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

8.10.2 Uncollectable or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

8.10.3 Qwest shall be responsible for any direct uncollectable or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

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

8.10.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

8.10.6 If Qwest becomes aware of potential fraud with respect to RESELLER's accounts, Qwest will promptly inform RESELLER and, at the direction of RESELLER, take reasonable action to mitigate the fraud where such action is possible.

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

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

boxes.

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

Section 9.0 - SUPPORT FUNCTIONS: OPERATIONAL SUPPORT SYSTEMS (OSS) AND MAINTENANCE AND REPAIR

9.1 Description

9.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between RESELLER's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to RESELLER. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or RESELLER needs require. Qwest shall provide notification to RESELLER consistent with the provisions of the Change Management Process (CMP) set forth in Section 9.2.6.

9.1.2 Through its electronic gateways and manual processes, Qwest shall provide RESELLER non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide RESELLER access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide RESELLER access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for RESELLER to understand how to implement and use all of the available OSS functions. Qwest shall provide RESELLER sufficient electronic and manual interfaces to allow RESELLER equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to RESELLER any internal business rules and other formatting information necessary to ensure that RESELLER's requests and orders are processed efficiently. Qwest shall provide training to enable RESELLER to devise its own course work for its own employees. Through its documentation available to RESELLER, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

9.2 OSS Support for Pre-Ordering, Ordering and Provisioning

9.2.1 Local Service Request (LSR) Ordering Process

9.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

9.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication

Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines shall be specified in the EDI disclosure documents.

9.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from RESELLER to Qwest and is browser based. The GUI interface shall be 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.

9.2.1.4 Functions Pre Ordering Qwest will provide real time, electronic access to pre-order functions to support RESELLER's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to RESELLER:

9.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

9.2.1.4.2 Access to Customer service records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, directory listing information, and long distance Carrier identity;

9.2.1.4.3 Telephone number request and selection;

9.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

9.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

9.2.1.4.6 Service address verification;

9.2.1.4.7 Facility availability, loop qualification, including resale-DSL, and loop make-up information, including, but not limited to, loop length, presence of Bridged Taps, repeaters, and loading coils. This Section 9.2.1.4.1.7 shall apply only to RESELLER orders for Unbundled Loops or Loop combinations.

9.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

9.2.1.4.9 A list of 1-5 individual Meet Points or a range of Meet Points for shared Loops.

9.2.1.5 Dial-Up Capabilities

9.2.1.5.1 Reserved for Future Use

9.2.1.5.2 Reserved for Future Use

9.2.1.5.3 When RESELLER requests from Qwest more than fifty (50) SecurIDs for use by RESELLER Customer service representatives at a single RESELLER location, RESELLER shall use a T1 line instead of dial-up access at that location. If RESELLER is obtaining the line from Qwest, then RESELLER shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and RESELLER.

9.2.1.6 Access Service Request (ASR) Ordering Process

9.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for RESELLER to adjust system requirements.

9.2.1.7 Facility Based EDI Listing Process

9.2.1.7.1 Qwest shall provide a Facility Based EDI Listing interface to enable RESELLER listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines in writing in sufficient time for RESELLER to adjust system requirements.

9.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with RESELLERs through the CMP process to consider any suggestions made by RESELLERs to improve or modify such plans. RESELLER specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and RESELLER.

9.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. RESELLER will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

9.2.1.9.1 Qwest shall provide all Provisioning services to RESELLER during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to RESELLER on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

9.2.1.9.2 When RESELLER places an electronic order, Qwest will provide RESELLER with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide RESELLER with an electronic completion notice which follows industry-standard formats and which states when the order was completed.

9.2.1.9.3 When RESELLER places a manual order, Qwest will provide RESELLER with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide RESELLER with a completion notice which follows industry-standard formats and which states when the order was completed.

9.2.1.9.4 When RESELLER places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

9.2.1.9.5 When RESELLER places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

9.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 9.2.6.

9.2.1.9.7 Where Qwest provides installation on behalf of RESELLER, Qwest shall advise the RESELLER End User Customer to notify RESELLER immediately if the RESELLER End User Customer requests a service change at the time of installation.

9.2.1.10 Reserved for Future Use

9.2.2 Maintenance and Repair

9.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and RESELLER while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. RESELLER may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by RESELLER that trouble is cleared.

9.2.3 Interface Availability

9.2.3.1 Qwest shall make its OSS interfaces available to RESELLERS during the hours listed in the Gateway Availability PIDs.

9.2.3.2 Qwest shall notify RESELLERS in a timely manner regarding system downtime through mass email distribution and pop-up windows in the IMA GUI.

9.2.3.3. Reserved for Future Use

9.2.4 Billing

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

9.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to RESELLER.

9.2.5 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 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

9.2.5.1 Bills

9.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for RESELLER. These bills are segmented by state and bill cycle. The number of bills received by RESELLER is dictated by the product ordered and the Qwest region in which RESELLER is operating.

9.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

9.2.5.2 Files and Reports

9.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated RESELLER originated usage

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

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

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

9.2.5.2.4 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 Customer 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.

9.2.5.2.5 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.

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

9.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will post the transmission method/media types available for these mechanized records on its website.

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

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

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

9.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with industry guidelines, standards and practices to address OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for RESELLER and Qwest to discuss RESELLER and Qwest change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for RESELLERS as an industry to discuss and prioritize CRs; (iii) develop a mechanism to track and monitor CRs and RNs; and (iv) establish intervals where appropriate in the process. Pursuant to the procedures set forth in Exhibit G, Qwest will submit to RESELLERS through the CMP of modifications to the structure of existing products and product and technical documentation available to RESELLERS, introduction of new products available to RESELLERS, discontinuance of products available to RESELLERS, modifications to pre-ordering, ordering/provisioning, maintenance/repair or Billing processes which change RESELLER operating procedures, introduction of pre-ordering, ordering/provisioning, maintenance/repair or Billing processes which change RESELLER operating procedures, discontinuance of pre-ordering, ordering/provisioning, maintenance/repair or Billing processes which change RESELLER operating procedures, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for resolution of disputes. The governing document for CMP, known as the "RESELLER-Qwest Change Management Process" is attached as Exhibit G. As of the date of filing, the RESELLER-Qwest Change Management Process document (Exhibit G) is the subject of ongoing negotiations between Qwest and RESELLERS in the ongoing RESELLER-Qwest Change Management Process Redesign process. Not all of the sections of Exhibit G have been discussed or considered during the ongoing RESELLER-Qwest Change Management Process Redesign process, and the RESELLER-Qwest Change Management Process document will be continue to be changed through those discussions. Exhibit G reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the RESELLER-Qwest Change Management Process Redesign process as soon as practicable after they are made. Following the completion of the RESELLER-Qwest Change Management process, Exhibit G will be subject to change through the CMP process. Qwest will maintain the most current version of the RESELLER-Qwest Change Management Process document on its wholesale website.

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

9.2.6.2 Release updates will be implemented pursuant to the Change Management Process set forth in Exhibit G.

9.2.7 RESELLER Responsibilities for Implementation of OSS Interfaces

9.2.7.1 Before any RESELLER implementation can begin, RESELLER must completely and accurately answer the RESELLER Questionnaire as required in

Section 3.2.

9.2.7.2 Once Qwest receives a complete and accurate **RESELLER** Questionnaire, Qwest and RESELLER will mutually agree upon time frames for implementation of connectivity between RESELLER and the OSS interfaces.

9.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

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

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

9.2.8.3 Re-certification is the process by which RESELLERS demonstrate the ability to generate correct functional enhancements not previously certified. Qwest will provide the suite of tests for re-certification to RESELLER with the issuance of the disclosure document.

9.2.8.4 Qwest shall provide training mechanisms for RESELLER to pursue in educating its internal personnel. Qwest shall provide training necessary for RESELLER to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

9.2.9 RESELLER Responsibilities for On-going Support for OSS Interfaces

9.2.9.1 If using the GUI interface, RESELLER will take reasonable efforts to train RESELLER personnel on the GUI functions that RESELLER will be using.

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

9.2.9.3 Qwest will provide RESELLER with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and RESELLER:

9.2.9.3.1 Connectivity Testing – RESELLER and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if RESELLER or Qwest has implemented environment changes when moving into production.

9.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest has developed a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to RESELLER during its development and implementation of EDI. SATE provides RESELLER the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies RESELLER's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities.. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

9.2.9.3.3 Interoperability Testing – RESELLER has the option of participating with Qwest in interoperability testing to provide RESELLER with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies RESELLER's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when RESELLER has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

9.2.9.3.4 Controlled Production – Qwest and RESELLER will perform controlled production. The controlled production process is designed to validate the ability of RESELLER to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual RESELLER production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and RESELLER use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

9.2.9.3.5 If RESELLER is using EDI, Qwest shall provide RESELLER with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow RESELLER a reasonably sufficient amount of time during the Day and a reasonably sufficient number of Days during the week to complete certification of its business scenarios consistent with the RESELLER's business plan. It is the sole responsibility of RESELLER to schedule an appointment with Qwest for certification of its business scenarios. RESELLER must comply with the agreed upon dates and times scheduled for the certification of its

business scenarios. If the certification of business scenarios is delayed due to RESELLER, it is the sole responsibility of RESELLER to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate RESELLER schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor RESELLER's schedule through the use of alternative hours.

9.2.9.4 If RESELLER is using the EDI interface, RESELLER must work with Qwest to certify the business scenarios that RESELLER will be using in order to ensure successful transaction processing. Qwest and RESELLER shall mutually agree to the business scenarios for which RESELLER requires certification. Certification will be granted for the specified release of the EDI interface. If RESELLER is certifying multiple products or services, RESELLER has the option of certifying those products or services serially or in parallel if Technically Feasible.

9.2.9.4.1 For a new software release or upgrade, Qwest will provide RESELLER a stable testing environment that mirrors the production environment in order for RESELLER to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 9.2.9.3.2, 9.2.9.3.3 and 9.2.9.3.4.

9.2.9.4.2 Intentionally Left Blank

9.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to RESELLER as the new release is implemented. The suite of re-certification test scenarios will be provided to RESELLER with the disclosure document. If RESELLER is certifying multiple products or services, RESELLER has the option of certifying those products or services serially or in parallel, if Technically Feasible.

9.2.9.6 RESELLER will contact the Qwest EDI Implementation Coordinator to initiate the migration process. RESELLER may not need to certify to every new EDI release, however, RESELLER must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. RESELLER will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

9.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

9.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, RESELLER will be required to move their implementation plan to the next release.

9.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, RESELLER will be required to move their implementation plan to the next release.

9.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the interoperability environment before two months after the implementation of the next release.

9.2.9.7 RESELLER will be expected to execute the re-certification test cases in the stand alone and/or interoperability test environments. RESELLER will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

9.2.9.8 In addition to the testing set forth in other sections of Section 9.2.9, upon request by RESELLER, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, RESELLER shall be entitled to employ, at its choice, the dispute resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, RESELLER shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the RESELLER community, the costs shall be assigned to the RESELLER requesting the test procedures.

9.2.9.9 Reserved for Future Use

9.2.10 RESELLER Support

9.2.10.1 Qwest shall provide documentation and assistance for RESELLER to understand how to implement and use all of the available OSS functions. Qwest shall provide to RESELLER in writing any internal business rules and other formatting information necessary to ensure that RESELLER's requests and orders are processed efficiently. This assistance will include contacts to the RESELLER account team, training, documentation, and RESELLER Help Desk. Qwest will also supply RESELLER with an escalation level contact list in the event issues are not resolved via contacts to the RESELLER account team, training, documentation and RESELLER Help Desk.

9.2.10.2 RESELLER Help Desk

9.2.10.2.1 The RESELLER Systems Help Desk will provide a single point of entry for RESELLER to gain assistance in areas involving connectivity, system availability, and file outputs. The RESELLER

Systems Help Desk areas are further described below.

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

9.2.10.2.1.2 System Availability covers system errors generated during an attempt by RESELLER to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: POTS; Design Services and Repair.

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

9.2.10.3 Additional assistance to RESELLERS is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide an Interconnect Service Center Help Desks which will provide a single point of contact for RESELLER to gain assistance in areas involving order submission and manual processes.

9.2.11 Compensation/Cost Recovery

Recurring and non-recurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or non-recurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

9.3 Maintenance and Repair

9.3.1 Service Levels

9.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide RESELLER repair status information in substantially the same time and manner as Qwest provides for its retail services.

9.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow RESELLER to provide similar service quality to that provided by Qwest to its itself, its End User Customers, its Affiliates, or any other party.

9.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from RESELLER shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

9.3.2 Branding

9.3.2.1 Qwest shall use unbranded maintenance and repair forms while interfacing with RESELLER End User Customers. Upon request, Qwest shall use RESELLER provided and branded maintenance and repair forms. Qwest may not unreasonably interfere with branding by RESELLER.

9.3.2.2 Except as specifically permitted by RESELLER, in no event shall Qwest provide information to RESELLER subscribers about RESELLER or RESELLER product or services.

9.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by RESELLER or its Affiliates, except as expressly permitted by RESELLER.

9.3.3 Service Interruptions

9.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

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

9.3.3.3 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.

9.3.3.4 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.

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

9.3.3.5.1 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 interconnecting RESELLERs as itself, its End User Customers, its Affiliates, or any other party.

9.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

9.3.4 Trouble Isolation

9.3.4.1 RESELLER is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. RESELLER will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to RESELLER, prior to reporting trouble to Qwest. RESELLER shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with RESELLER to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and RESELLER will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.3.4.2 and 9.3.4.3.

9.3.4.2 When RESELLER requests that Qwest perform trouble isolation with RESELLER, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the RESELLER authorizes Qwest to repair trouble on the RESELLERs behalf, Qwest will charge RESELLER the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

9.3.4.3 When RESELLER elects not to perform trouble isolation and Qwest performs tests at RESELLER request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by RESELLER. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

9.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for RESELLER or its End User Customers.

9.3.6 Testing/Test Requests/Coordinated Testing/UNEs

9.3.6.1 Where RESELLER does not have the ability to diagnose an isolate trouble on a Qwest line, circuit, or service provided in this Agreement that RESELLER is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that RESELLER is utilizing to serve an End User, Qwest must receive a trouble report from RESELLER.

9.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to RESELLER or test results to RESELLER in accordance with any applicable Commission rule for providing test results to End User Customers or RESELLERS. On manually reported trouble for designed services provided in this Agreement, Qwest will provide RESELLER test results upon request. For electronically reported trouble, Qwest will provide RESELLER with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.4 RESELLER shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from RESELLER, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

9.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to RESELLER prior to closing a trouble report.

9.3.7 Work Center Interfaces

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

9.3.8 Misdirected Repair Calls

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

9.3.8.1.1 RESELLER and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

9.3.8.1.2 End User Customers of RESELLER shall be instructed to report all cases of trouble to RESELLER. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

9.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or RESELLER from discussing its products and services with RESELLER's or Qwest's End User Customers who call the other Party.

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

9.3.8.1.5 In responding to repair calls, RESELLER's End User Customers contacting Qwest in error will be instructed to contact RESELLER; and Qwest's End User Customers contacting RESELLER in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or RESELLER from discussing its products and services with RESELLER's or Qwest's End User Customers who call the other Party seeking such information.

9.3.9 Major Outages/Restoral/Notification

9.3.9.1 Qwest will notify RESELLER of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to RESELLER's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

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

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

9.3.10 Protective Maintenance

9.3.10.1 Qwest will perform scheduled maintenance of substantially the same quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

9.3.10.2 Qwest will work cooperatively with RESELLER to develop industry-wide processes to provide as much notice as possible to RESELLER of pending maintenance activity. Qwest shall provide notice of potentially RESELLER Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with RESELLER in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

9.3.10.3 Qwest shall advise RESELLER of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact RESELLER and/or RESELLER End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise RESELLER promptly of any such actions it takes.

9.3.11 Hours of Coverage

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

9.3.12 Escalations

9.3.12.1 Qwest will provide trouble escalation procedures to RESELLER. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

9.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. RESELLER may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

9.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than 3 troubles in a rolling 30-Day period, pursuant to Section 9.2.2.1.

9.3.13 Dispatch

9.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.13.2 Upon the receipt of a trouble report from RESELLER, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should RESELLER require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to RESELLER for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by RESELLER facilities or equipment.

9.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the RESELLER Customer Premises without prior RESELLER authorization. For dispatch to the RESELLER Customer Premises Qwest shall obtain prior RESELLER authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

9.3.13.4 Intentionally Left Blank

9.3.14 Electronic Reporting

9.3.14.1 RESELLER may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

9.3.14.2 The status of manually reported trouble may be accessed by RESELLER through electronic interfaces.

9.3.15 Intervals/Parity

9.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of RESELLER End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

9.3.16 Jeopardy Management

9.3.16.1 Qwest will notify RESELLER, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its

Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. AT RESELLER option, notification may be sent by email or fax through the electronic interface. RESELLER may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

9.3.17 Trouble Screening

9.3.17.1 RESELLER shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to RESELLER to perform appropriate trouble isolation and screening.

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

9.3.18 Maintenance Standards

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

9.3.18.2 On manually reported trouble, Qwest will inform RESELLER of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

9.3.19 End User Customer Interface Responsibilities

9.3.19.1 RESELLER will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

9.3.19.2 All Qwest employees who perform repair service for RESELLER End User Customers will be trained in non-discriminatory behavior.

9.3.19.3 Qwest will recognize the designated RESELLER/DLEC as the Customer of record for all services ordered by RESELLER/DLEC and will send all notices, invoices and pertinent information directly to RESELLER/DLEC. Except as otherwise specifically provided in this Agreement, Customer of record shall be Qwest's single and sole point of contact for all RESELLER/DLEC Customers.

9.3.20 Repair Call Handling

9.3.20.1 Manually-reported repair calls by RESELLER to Qwest will be

answered with the same quality and speed as Qwest answers calls from its own End User Customers.

9.3.21 Single Point of Contact

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

9.3.22 Network Information

9.3.22.1 Qwest maintains an information database, available to RESELLER for the purpose of allowing RESELLER to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

9.3.22.2 This database is known as the ICONN database, available to RESELLER via Qwest's Web site.

9.3.22.3 CPNI information and NXX activity reports are also included in this database.

9.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

9.3.23 Maintenance Windows

9.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

9.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact RESELLER ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

9.3.23.3 Reserved for Future Use

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

9.3.24 Switch and Frame Conversion Service Order Practices

9.3.24.1 Switch Conversions. Switch conversion activity generally consists

of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

9.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch ports terminate.

9.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned Day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the Day after the planned Conversion Date.

9.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame trunk-side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or RESELLER services. During the embargo period, Qwest will reject orders for trunk-side facilities (see Section 9.3.24.4.1) other than conversion orders described in Section 9.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide RESELLER the same capabilities.

9.3.24.4.1 ASRs for Switch or frame trunk-side facility augments to capacity or changes to Switch or frame trunk-side facilities must be issued by RESELLER with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame trunk-side ASRs to augment capacity or change facilities issued by RESELLER or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 9.3.24.4.3.

9.3.24.4.2 For Switch and trunk-side frame conversions, Qwest shall provide RESELLER with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

9.3.24.4.3 For Switch and trunk-side frame conversions, RESELLER shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where RESELLER mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

9.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where RESELLER

mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If RESELLER requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

9.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the trunk side of the Switch. For conversion of trunks where RESELLER mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If RESELLER requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

9.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

9.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

9.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 9.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

9.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 9.3.24.7 are processed or the affected location, extends from five (5) Days prior to

conversion until two (2) Days after the conversion.

9.3.24.7.4 LSRs, except those requesting order activity described in 9.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

9.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

9.3.24.7.6 RESELLER may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

9.3.24.7.7 RESELLER may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a due date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

9.3.24.7.8 In the event that RESELLER End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of RESELLER End User Customer service will be handled through the LNP escalations process.

9.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

9.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize RESELLER service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide RESELLER substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

Section 10.0 - Qwest Dex

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

Section 11.0 - SERVICE PERFORMANCE

11.1 Qwest is currently developing performance measures in a process created by the Regional Oversight Committee (ROC). Qwest will amend this Agreement when the ROC process is complete to incorporate all aspects of the ROC final decision pertaining to Service Performance. Qwest will also amend this Agreement when the Commission completes its Performance Assurance Plan that is being conducted separately from the ROC.

SECTION 12 - 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.

Ignus Incorporated

Wes Henry
Signature

WES HENRY
Name Printed/Typed

COGENERAL MANAGER
Title

3 DECEMBER 2001
Date

Qwest Corporation

L.T. Christensen
Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

12/18/01
Date

Resale Exhibit A
North Dakota

	Recurring	Non-Recurring	Notes
Resale	Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges	
Wholesale Discount Rates			
Basic Exchange Residence Line Service	16.15%		
Basic Exchange Business Line	16.15%		
Interlata Toll	16.15%		
Package/Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)	16.15%		
Listings, CO Features & Information	16.15%		
Private Line	16.15%		
Volume Packaged Services	8.15%		
Customer Transfer Charge (CTC)			
CTC for POTS Service			
First Line (Mechanized)		\$5.00	
Each Additional Line (Mechanized)		\$5.00	
First Line (Manual)		\$5.00	
Each Additional Line (Manual)		\$5.00	
CTC for Private Line Transport Services			
First Circuit		\$42.75	1
Additional Circuit, per circuit, same CSR		\$42.75	1
CTC for Advanced Communications		\$53.70	1

NOTES:

* Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

[1] Rates not addressed in AT&T Arbitration. (TELRIC based where required.)

PU-2638-02-20

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Virginia Gyude
 Squas Inc
 855 1 45th St NW Ste 1
 Fargo ND 58103

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
 2-4-02

C. Signature
 X *Neresa Benson* Agent
 Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)
 7099 3220 0002 8483 1419

PU-2638-02-20 PU-2657-02-32

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Dan Keeney
 PO Box 1695
 Bismarck ND 58502-1695

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Dan Keeney* Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Dan Keeney 3-29-02

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7001 2510 0005 8655 4452

PU-2638-02-20

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Virginia Gyude
 Squas Inc
 855 1 45th St NW Ste 1
 Fargo ND 58103

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Jamie Kubik* Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
 Jamie Kubik 4-1-02

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.