

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. NDTc and Midcontinent will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the NDTc Operations Handbook via paper copies of End User Customer record information.
- 1.4. The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. Midcontinent will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC. NDTc reserves the right to audit Midcontinent's access to End User Customer record information. If an NDTc audit of Midcontinent's access to End User Customer record information reveals that Midcontinent is accessing End User Customer record information without having obtained the proper LOA, NDTc, upon reasonable notice to Midcontinent, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

2. ORDERING

- 2.1. Midcontinent agrees to comply with the provisions of the NDTc Operations Handbook, which are incorporated by reference in this Agreement, and as amended from time to time, provided however, that NDTc furnishes Midcontinent with a copy of the Handbook and relevant amendments in a timely manner.
- 2.2. Ordering.
 - 2.2.1. Midcontinent shall place orders for services by submitting a local service request ("LSR") to NDTc. NDTc shall bill Midcontinent a service order charge as

specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.2.2. NDTC will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3. Provisioning.

- 2.3.1. NDTC shall provision services during its regular working hours. To the extent Midcontinent requests provisioning of service to be performed outside NDTC's regular working hours, or the work so requested requires NDTC's technicians or project managers to work outside of regular working hours, overtime charges shall apply.
- 2.3.2. Cancellation Charges. If Midcontinent cancels an LSR any costs incurred by NDTC in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.
- 2.3.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by Midcontinent, expedited charges will apply for intervals less than the standard interval as outlined in the NDTC Operations Handbook. The charges as outlined in the Pricing Attachment, will apply as applicable.
- 2.3.4. Order Change Charges. If Midcontinent modifies an order after being sent a Firm Order Confirmation (FOC) from NDTC, the Order Change Charge will be paid by Midcontinent in accordance with the Pricing Attachment.

2.4. Maintenance and Repair

- 2.4.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. NDTC and Midcontinent agree to adhere to the procedures for maintenance and repair referenced in NDTC's Operations Handbook, as amended from time to time during this Agreement and as incorporated herein by reference.
- 2.4.2. If Midcontinent reports a trouble and no trouble actually exists on the NDTC portion, NDTC will charge Midcontinent for any dispatching and testing (both inside and outside the Central Office (CO)) required by NDTC in order to confirm the working status.

2.5. Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

3. MISCELLANEOUS

3.1 Customer Transfer.

- 3.1.1 Service orders will be in a standard format designated by NDTC.
- 3.1.2 When notification is received from Midcontinent that a current End User Customer of NDTC will subscribe to Midcontinent's service, standard service order intervals for the appropriate class of service will apply.

- 3.1.3 Midcontinent will be the single point of contact with NDTC for all subsequent ordering activity resulting in additions or changes to services except that NDTC will accept a request directly from the End User for conversion of the End User Customer's service from Midcontinent to NDTC.
- 3.1.4 If NDTC determines that an unauthorized change in local service to Midcontinent has occurred, NDTC will reestablish service with the appropriate local service provider and will assess Midcontinent as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable tariff will also be assessed to Midcontinent. These charges can be adjusted if Midcontinent provides satisfactory proof of authorization.

3.2 Misdirected Calls.

- 3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

3.3 Letter of Authorization.

- 3.3.1 NDTC will not release the Customer Service Record (CSR) containing CPNI to Midcontinent on NDTC's End User Customer accounts unless Midcontinent first provides to NDTC a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between NDTC and Midcontinent authorizing the release of such information to Midcontinent.
- 3.3.2 An LOA will be required before NDTC will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from NDTC or from a local service provider other than Midcontinent. Such LOA may be a blanket LOA or such other form as agreed upon between NDTC and Midcontinent.
- 3.3.3 Midcontinent and NDTC shall each execute a blanket letter of authorization with respect to End User Customer requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal

processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

- 3.4 Pending Orders. Orders placed in the hold or pending status by Midcontinent will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, Midcontinent shall be required to submit a new service request. Incorrect or invalid requests returned to Midcontinent for correction or clarification will be held for thirty (30) calendar days. If Midcontinent does not return a corrected request within thirty (30) calendar days, NDTC will cancel the request.
- 3.5 Neither NDTC nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in NDTC's Operations Handbook.
- 3.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to the NDTC Operations Handbook. NDTC will make a reasonable effort to notify Midcontinent when a trouble ticket has been closed. After making a reasonable effort to contact Midcontinent to request additional information or to request authorization for additional work deemed necessary, if NDTC is unsuccessful in obtaining information or authorization, NDTC will place trouble tickets in delayed maintenance status.