

**INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.

**The Bold language in this contract represents language ordered
by the Commission in its Orders in CC Docket No. 96-411-TC.**

The plain font language in this contract represents language submitted by U S WEST in its 'boiler plate' contract, which was adopted by the Commission in its March 20, 1997 Arbitration Order ("First Order"), its February 17, 1998 Order on Contract Issues ("Second Order"), and its December 31, 1998 Supplemental Findings of Fact, Conclusions of Law and Order ("Third Order") in CC Docket 96-411-TC. Courier New pt 11 font language corresponds to U S WEST proposed language; Times New Roman pt 11 font language corresponds to AT&T proposed language. Issues identified as "Parked" are pending further court and/or Commission proceedings. Within forty-five days after request by either Party following issuance of a final, non-appealable court or Commission decision on each Parked issue, the Parties will amend or restate this Agreement in accordance with the applicable decision(s) and submit such amendment/restated Agreement to the Commission for approval.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement is entered into by and between AT&T Communications of the Mountain States, Inc. ("AT&T") and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement AT&T and USWC, collectively the "Parties", will extend certain arrangements to one another within each LATA in which they both operate within the State of New Mexico. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 1.2 The Parties agree and understand that USWC is proposing certain provisions in this Agreement, based, in large part, on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts to be not effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions.
- 1.3 All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC Interconnection Order and any applicable Commission orders. Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC or Commission rules and regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the Parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, rule or regulation, are insufficiently clear to be effectuated, violate, or are either required or not required by the new rule or regulation. During these negotiations, each Party will continue to provide the same services and elements to each other as are provided for under this Agreement. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties

shall resolve their dispute, including liability for non-compliance with the new clause or the cost, if any, of performing activities no longer required by the rule or regulation during the renegotiation of the new clause under the applicable procedures set forth in herein. By signing this agreement, neither party waives its right to seek modification of this Agreement pursuant to the Eighth Circuit's opinion, or any other judicial or regulatory ruling. In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, cite, 1997 FCC LEXIS 4454 (August 19, 1997).

2. SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain Unbundled Network Elements, Ancillary Functions and additional features to AT&T (hereinafter collectively referred to as "Network Elements")¹ for AT&T's own use or for resale to others. The Agreement also sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between USWC and AT&T for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying Appendices.
- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- 2.3 AT&T will notify USWC when AT&T begins offering residential and business exchange services in this state through the use of its facilities.
- 2.4 Acknowledgment of Deferred Issues
- 2.4.1 AT&T acknowledges it is USWC's position that USWC's existing telecommunications network represents substantial investment made as a result of its carrier-of-last-resort obligation and that such network allows AT&T's end users to interconnect with significantly more business and residential customers than vice versa. AT&T further acknowledges USWC believes that a separate transitional element is necessary to compensate USWC for the value of its network in this Agreement, that under the Act, the FCC will establish a proceeding to address Universal Service Support, and that the Act also empowers the state Commission to establish a separate proceeding on universal service issues. AT&T further acknowledges that USWC believes that USWC is entitled to

¹ The following phrase has been deleted pursuant to Commission Order dated December 31, 1998 ("Third Order") at 20: "or combinations of such Network Elements ("Combinations)".

receive additional compensation for costs of implementing various provisions of the Act, and that USWC shall seek such additional recovery through future state and/or federal regulatory proceedings. AT&T disagrees with these USWC positions.

2.4.2 In consideration of AT&T's willingness to interconnect on the terms set forth in this Agreement, and without prejudice to the position it may take in the FCC docket or before any state Commission, USWC agrees to await the outcome of such proceedings, rather than seek universal service support from AT&T at this time.

3. DEFINITIONS

- 3.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between AT&T and USWC for Local Interconnection Service.
- 3.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Parties' appropriate state and interstate access tariffs).
- 3.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 3.4 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier-less AM/PM discrete multi-tone, or discrete wavelet multi-tone).
- 3.5 "Affiliate" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this Agreement, the term "own" means to own an equity interest (or equivalent) of more than ten percent (10%).
- 3.6 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 3.7 "Basic Exchange Switched Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition).

- 3.8 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- 3.9 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another customer's Basic Exchange Telecommunications Service line.
- 3.10 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- 3.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- 3.11.1 "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
- 3.11.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- 3.12 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 3.13 "Commission" means the New Mexico State Corporation Commission.
- 3.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- 3.15 "Competitive Local Exchange Carrier" ("CLEC") means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.

- 3.16 "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.17 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 3.18 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 3.19 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 3.20 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 3.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- 3.22 "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission.
- 3.23 "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 3.24 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using: 2 Binary / 1 Quaternary ("2B1Q").

- 3.25 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- 3.26 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- 3.27 "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- 3.28 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 3.29 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 3.30 "IntraLATA Toll" is defined in accordance with USWC's current intraLATA toll serving areas, as determined by the Commission.
- 3.31 "Itself" shall mean U S WEST Communications Inc. or any Affiliate or Subsidiary thereof.²**
- 3.32 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer.
- 3.33 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- 3.34 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

² Third Order at 54 and Order on Reconsideration of Supplemental Order ("Fourth Order") at 6.

- 3.35 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- 3.36 "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 3.37 "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- 3.38 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 3.39 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 3.40 "Party" means either USWC or AT&T and "Parties" means USWC and AT&T.
- 3.41 "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- 3.42 "Port" means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network, but does not include switch features or switching functionality.
- 3.43 "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or CLEC) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 3.44 "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end use customers.
- 3.45 "Routing Point" means a location that a LEC or CLEC has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or CLEC. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point must be located within the rate center area.
- 3.46 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- 3.47 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- 3.48 "Subsidiary" shall mean any company in which an entity owns directly or indirectly 50% or more of the voting stock or 50% or more of the equity; or any other venture in which it owns either 50% or more of the voting rights or 50% or more of the equity.
- 3.49 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 3.50 "Tariff Services" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalog.
- 3.51 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services,

except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

- 3.52 "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement.
- 3.53 "U S WEST" means U S WEST Communications, Inc. and any Affiliates, subsidiary companies or other entities performing any of the obligations of U S WEST set forth in this Agreement.
- 3.54 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 3.55 Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. RATES AND CHARGES GENERALLY

- 4.1 Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in Appendix A.
- 4.2 USWC's wholesale discounts for resale services are set forth in Appendix A.
- 4.3 The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this Section, Unbundled Loops are not considered as resold services.
- 4.4 To the extent that AT&T obtains both an unbundled loop and port for the same line, the combined price of the two elements shall be reduced by \$0.90.³**
- 4.5 The interim rate for an unbundled two-wire loop shall be \$21.21. The interim rate shall be subject to a true-up once permanent rates have been established by the Commission.⁴**
- 4.6 The rates for unbundled network elements shall be deaveraged into three density groups – large metropolitan, medium metropolitan, and other areas.**

³ March 20, 1997 Order at 125 ("First Order").

⁴ First Order at 128.

The ratio of the rates in the three zones shall be the same as the rates adopted in the ASCI Order at paragraphs 77-79. These ratios shall be applied to the state-wide TELRIC for an unbundled loop as determined in Section 4.5 above.⁵

- 4.7 The interim rates for transport and certain other services shall be based on an average of the costs established by the AT&T Hatfield model and the USWC RLCAP model, using a weighted cost of capital of 10.72 percent and depreciation rates as described in paragraph 60 of the Order.⁶
- 4.8 The interim recurring rates for other services shall be based on an average of the costs established by the AT&T Hatfield model and the USWC RLCAP model, using a weighted cost of capital of 10.72 percent and depreciation rates as described in paragraph 60 of the Order.⁷
- 4.9 A wholesale discount of 19.28% shall apply to the resale of USWC's telecommunications services that USWC is required to resell under this Agreement.⁸
- 4.10 For resold services, USWC shall not charge construction fees to AT&T for resold services in excess of USWC's retail tariff construction charges.⁹
- 4.11 The non-recurring charge applicable to an unbundled network element shall not exceed the appropriate retail connection non-recurring charge. AT&T shall have the burden of establishing whether a business or residential access line is appropriate for the non-recurring charge.¹⁰
- 4.12 To the extent that retail non-recurring charges do not cover the cost of disconnection services for unbundled network elements, USWC shall be permitted to recover this cost through a disconnection charge. The disconnection charge will be applied when the retail customer no longer obtains service from AT&T, rather than when the subscriber obtains service from AT&T. The estimate of the cost of disconnecting a customer shall reflect the realized mechanized operations.¹¹

⁵ First Order at 135.

⁶ First Order at 137. See also, 60 and 69.

⁷ First Order at 138. See also, 60 and 69.

⁸ First Order at 190.

⁹ First Order at 152.

¹⁰ First Order at 210.

¹¹ First Order at 211.

- 4.13** To the extent that USWC can show that conditioning costs associated with unbundled loops are not recovered through the application of USWC's retail non-recurring charges pursuant to Section 4.11 above, AT&T shall reimburse USWC for such conditioning costs through a non-recurring charge.¹²
- 4.14** The parties shall attempt to negotiate a price for dark fiber that reflects the pricing principles established in the Commission's Order in Docket 96-411-TC. In the event that the Parties do not reach agreement on a price for dark fiber by May 13, 1997 or thereafter, either Party may petition the Commission to resolve the dispute. If such a petition is filed, both parties shall file their respective TELRIC estimates and supporting documentation. Each Party shall have 10 days after the filing of the petition to submit comments regarding the cost study of the Other Party.¹³
- 4.15** USWC may charge AT&T for costs to construct facilities for interconnection, collocation, and access to unbundled network elements through up-front, non-recurring charges.¹⁴
- 4.16** The interim price for unbundled local switching shall be based on an average of the costs established by the AT&T Hatfield model and the USWC RLCAP model, using a weighted cost of capital of 10.72 percent and depreciation rates as described in paragraph 60 of the Order. In addition, the AT&T pricing proposal must be modified to reflect the cost of using the System 7 functions required for CLASS features. USWC may establish a different rate for voice and ISDN local switching ports. The interim rate shall be subject to a true-up after the completion of the Commission's cost docket.¹⁵

¹² First Order at 214.

¹³ First Order at 244.

¹⁴ First Order at 260.

¹⁵ First Order at 296, 299 and 300. See also, 60, 69 and 138.

5. RECIPROCAL TRAFFIC EXCHANGE

5.1 Scope

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

5.2 Types of Traffic

The types of traffic to be exchanged under this Agreement include:

5.2.1 EAS/local traffic as defined above.

5.2.2 IntraLATA toll traffic as defined above.

5.2.3 Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

5.2.4 Transit traffic is any traffic other than switched access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

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

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

5.2.5.1 Directory Assistance

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

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

5.3 Types of Exchanged Traffic

5.3.1 Termination of Local Traffic.

Local traffic will be referred to as local interconnection service (LIS).

5.3.2 Transport of Local Traffic

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

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

5.3.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.

5.3.2.3 **Based on forecasted traffic at AT&T's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the AT&T switch and a USWC end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the AT&T switch directly to the USWC end office.¹⁶** To the extent that AT&T has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that AT&T shall provide two-way direct trunk facilities, when required, from that end office to the AT&T switch. In all other cases, the direct facility may be provisioned by USWC or AT&T or a third party. If both AT&T and USWC desire to provision the facility and

¹⁶ First Order at 317.

cannot otherwise agree, the parties may agree to resolve the dispute through the submission of competitive bids.

5.3.3 Transit Traffic.

5.3.3.1 USWC will accept traffic originated by AT&T and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. USWC will provide this transit service through local and access tandem switches. AT&T may also provide USWC with transit service.

5.3.3.2 The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

5.3.3.3 The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to AT&T of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each USWC access tandem.

5.3.4 Toll Traffic.

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

5.4 Rate Structure -- Local Traffic

5.4.1 Call Termination and Tandem Switching

5.4.1.1 The Parties agree that call termination and tandem switching rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic. These rates will apply to all traffic terminated on either Party's network.

5.4.1.2 **Except as provided in this Section, for traffic terminated at an USWC or AT&T end office, the end**

office call termination rate in Appendix A shall apply. If the exchange of local/EAS traffic between the Parties is within +/- 5% of balance in a particular end office (as measured monthly), the Parties agree that their respective end office call termination charges will offset one another, and no compensation will be paid for that month. The Parties agree to perform monthly joint traffic audits, based upon mutually agreeable measurement criteria and auditing standards.¹⁷

5.4.1.3 For traffic terminated at a USWC or AT&T tandem switch, the tandem switching rate in Appendix A shall apply.¹⁸

5.4.1.4 Until such time as AT&T constructs a network in New Mexico and demonstrates to the Commission that it will serve a geographic area comparable to the area served by USWC or identifies which of its switches will perform functions similar to those of a tandem office, these switches may not qualify for the tandem rate.¹⁹

This is a Parked Issue

5.4.1.5 For purposes of call termination and tandem switching, this Agreement recognizes the unique status of traffic originated by and terminated to enhanced service providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Basic Exchange Telecommunications Service as a substitute for switched access service. USWC expects that the FCC will address this exemption in its forthcoming access charge reform proceeding. Until any such reform affecting enhanced service providers is accomplished, USWC believes it is appropriate to exempt traffic originated to and terminated by enhanced service providers from the reciprocal compensation arrangements of this Agreement.²⁰

5.4.2 Transport

¹⁷ First Order at 323.

¹⁸ First Order at 321

¹⁹ First Order at 321.

²⁰ The Parties agree that treatment of enhanced service provider traffic is a "Parked" issue, and will be resolved in accordance with the final, non-appealable FCC, court or Commission decision. The resulting amendment/restated Agreement shall be submitted to the Commission within 45 days of request by either Party following the issuance of such decision.

- 5.4.2.1 If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- 5.4.2.2 If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches. The applicable rates are described in Appendix A.
- 5.4.2.3 Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- 5.4.2.4 If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. As mutually agreed-to by the parties, the adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.
- 5.4.2.5 Tandem transmission may be used as an alternative to direct trunk transport when connecting to the tandem. Reciprocal compensation for tandem transmission rates are provided in Appendix A.
-

This is a parked issue.

5.4.2.6 U S WEST will provide unbundled access to U S WEST transmission facilities between end offices, end offices and the tandem switch, and the tandem switch and end offices for completing local calls. Such transmission facilities would be shared with U S WEST and as applicable with other CLECS. Transport routing shall be on an identical basis as routing is performed by U S WEST, providing the same efficiencies that U S WEST employs for itself.²¹

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

5.5 Rate Structure -- Toll Traffic.

Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.²²

5.6 Rate Structure -- Transit Traffic.

Applicable switched access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party per Appendix A. For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the parties will charge each other the applicable local transit rate.²³

5.7 LIS Interface Code Availability And Optional Features

5.7.1 Interface Code Availability.

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

²¹ The Parties agree that shared transport is a "Parked" issue, and will be resolved in accordance with the final, non-appealable court or Commission decision. The resulting amendment/restated Agreement shall be submitted to the Commission within 45 days of request by either Party following the issuance of such decision.

²² Third Order at 64.

²³ Third Order at 64.

5.7.2 Optional Features.

5.7.2.1 Inband MF or SS7 Out of Band Signaling.

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

5.7.2.2 Clear Channel Capability.

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

Where AT&T is unwilling to utilize an alternate interconnection protocol, AT&T will provide USWC an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities consistent with the forecasting agreements between the Parties within thirty (30) days of request by USWC following the Effective Date of this Agreement. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the designated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the purpose of transmitting 64K CCC data calls between AT&T and USWC. Where additional equipment is required, such equipment would be obtained, engineered, and installed

on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or USWC internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

5.8 Measuring Local Interconnection Minutes

- 5.8.1 Measurement of terminating Local Interconnection Minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or AT&T's point of interconnection, whichever is recognized first by the entry switch.
- 5.8.2 USWC and AT&T are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

5.9 Testing

5.9.1 Acceptance Testing

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

5.9.2 Testing Capabilities

5.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

5.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

5.10 Ordering

- 5.10.1 When ordering LIS, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center;

2) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); 3) the peak busy hour CCS from the AT&T end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

- 5.10.2 When the ordering Party initially orders a DS3 interconnection facility, in conjunction with tandem switched transport to a tandem, or DS3 direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 direct trunk transport facilities, the provider will assign the DS1 facility to the DS 3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.
- 5.10.3 A joint planning meeting will precede AT&T and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
- 5.10.4 Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

5.11 Billing Arrangements

- 5.11.1 USWC and AT&T desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.
- Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that AT&T sub-tends in each LATA.
- 5.11.2 The parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any

successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 5.11.3 As detailed in the MECAB document, AT&T and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by AT&T and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this Section without additional compensation.
- 5.11.4 The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
- 5.11.5 Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

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

- 5.11.6 For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

5.12 Mileage Measurement

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

5.13 Construction Charges

If applicable, construction charges will apply as detailed in Section 24 of this Agreement.

6. INTERCONNECTION

6.1 Definition

- 6.1.1 Interconnection" is the linking of the USWC and AT&T networks for the mutual exchange of traffic and for AT&T access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or Mid-Span Meet arrangements.
- 6.1.2 **USWC will provide interconnection at any technically feasible point; such points may include, but not be limited to, a Meet Point, the line side distribution frame of the local switch, the trunk side distribution frame of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.**²⁴
- 6.1.3 To the extent that AT&T's selection of the point of interconnection requires USWC to take a call from a locale, transport that call to a USWC tandem, that is outside the local calling area, and then transport that call back to that locale (i.e., backhaul) AT&T must compensate USWC for the backhaul.²⁵
- 6.1.4 For the delivery of traffic originated by USWC customers to AT&T customers, USWC may determine the point of interconnection. USWC is under no obligation to use the AT&T point of interconnection for the delivery of USWC's traffic to AT&T.²⁶
- 6.1.5 To the extent USWC selects a point of interconnection for the provision of transport that requires the provision of transport by AT&T, USWC will compensate AT&T for that transport.²⁷

6.2 Mid-Span Meet POI

- 6.2.1 A Mid-Span Meet POI is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. **USWC is not required to extend more than five miles or one-half the distance to the meeting point, whichever is less.**²⁸ Each Party will be responsible for its portion of the cost to build to the Mid-Span Meet

²⁴ First Order at 261 and 262. See also, Order at 309.

²⁵ First Order at 314.

²⁶ First Order at 315.

²⁷ First Order at 315.

²⁸ First Order at 270.

POI.²⁹ if the meet point arrangement is used exclusively for the exchange of local traffic.

6.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, AT&T must pay the portion of the economic costs of the Mid-Span Meet arrangement used by AT&T for access to unbundled network elements.

6.3 Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section 7 herein.

6.4 Entrance Facility

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

6.5 [Left blank for numbering consistency.]

6.6 Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to AT&T information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build, special construction charges will apply.); (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

6.7 Trunking Requirements³⁰

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

6.7.2 There shall be no restrictions on traffic types carried. AT&T may combine Toll and Local Traffic originating in AT&T's switches and

²⁹ First Order at 270.

³⁰ August 1, 1997 Order at 17. ("Second Order")

terminating in USWC end offices and tandems on the same trunk group under the following conditions:

- 6.7.2.1 When Local Traffic is carried on trunks with IntraLATA/InterLATA Toll Traffic, the Local Traffic shall be less than 20% of all such traffic on an aggregate basis. Trunks which carry only Local Traffic shall not be included in this calculation.
 - 6.7.2.2 When Local Traffic is carried on trunks with IntraLATA/InterLATA Toll Traffic, at least 80% of such traffic shall be transported over direct trunks from the AT&T switch to the USWC End Office Switch. Trunks which carry only Local Traffic shall not be included in this calculation.
 - 6.7.2.3 A verifiable and auditable means of assuring AT&T is in compliance with the preceding Sections 6.7.2.1 and 6.7.2.2 must be provided by AT&T to USWC.
- 6.7.3 Until the access structure is revised, to accommodate non-segregated traffic, pursuant to rules promulgated by the FCC or state commissions, two-way trunk groups will be established wherever practical, based upon AT&T's request. If Local Traffic and Toll Traffic are combined in one (1) trunk group, AT&T shall provide a measure of the amount of Local and Toll Traffic relevant for billing purposes to USWC. USWC may audit the traffic reported to it by AT&T if it has reason to believe the reported measurement is not accurate. Such audit shall be conducted in accordance with the Audit Section set forth in this Agreement. Exceptions to this provision will not be based on technical infeasibility but will be based on billing, signaling, and network requirements. For example, exceptions include: (a) billing requirements - switched access vs. local traffic, (b) signaling requirements - MF vs. SS7, and (c) network requirements - directory assistance traffic to TOPS tandems (d) one-way trunks for 911/E911. The following is the current list of traffic types that require separate trunk groups, unless otherwise specifically stated in this Agreement.³¹
- 6.7.3.1 IntraLATA toll and InterLATA switched access trunks
 - 6.7.3.2 EAS/local trunks
 - 6.7.3.3 Directory Assistance trunks
 - 6.7.3.4 911/E911 trunks
 - 6.7.3.5 Operator services trunks
 - 6.7.3.6 Non-USWC toll (transit toll to other providers)
 - 6.7.3.7 Non-USWC local (transit local to other providers)
 - 6.7.3.8 Commercial Mobile Radio Service/Wireless traffic.

³¹ First Order at 316.

- 6.7.4** Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
- 6.7.5** The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.
- 6.7.6** Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.
- 6.7.7** The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
- 6.7.8** USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.
- 6.7.9** The Parties shall terminate local/EAS traffic exclusively on local/EAS trunk groups. No local/EAS trunk groups shall be terminated on USWC's access tandems.

6.8 Interconnection Forecasting³²

- 6.8.1** The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
- 6.8.2** The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four (4) times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph 6.7.3 of this Attachment. In addition, for tandem-switched traffic, the forecast shall include the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and shall include:
- 6.8.2.1** the use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
 - 6.8.2.2** a description of major network projects anticipated for the following six (6) months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
- 6.8.3** If forecasts vary significantly, the Parties shall meet to review and reconcile if forecasts vary significantly.
- 6.8.3.1** If the Parties are unable to reach such a reconciliation, the Local Interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three (3) months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy five percent (75%) of capacity, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity.

³² First Order at 310. The language in this section is pursuant to language agreed to between USWC and AT&T in Arizona.

6.8.3.2 If the Parties agree on the original forecast and then it is determined that a trunk group is under seventy five percent (75%) of CCS capacity on a monthly-average basis for each month of any three-month period, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. In all cases, grade of service objectives identified in this Agreement shall be maintained.

6.8.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.8.5 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3 level, or any other technically feasible level, subject to network disclosure requirements of the FCC. Initial trunking will be established between AT&T's switching centers and USWC's access tandem(s). The Parties will utilize direct end office trunking under the following conditions:

6.8.5.1 Tandem exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between AT&T and USWC subscribers.

6.8.5.2 Traffic volume - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an AT&T switching center and a USWC end office where the local traffic exceeds or is forecasted to exceed 512 CCS at the busy hour.³³

6.8.5.3 Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and such agreement will not unreasonably be withheld.

6.9 Service Interruptions.

6.9.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an

³³

First Order at 317.

extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

- 6.9.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- 6.9.3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
- 6.9.4 Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
- 6.9.5 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.
- 6.9.6 Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
- 6.9.7 Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

6.9.8 Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

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

6.9.8.2 The Parties shall cooperate in isolating trouble conditions.

7. COLLOCATION

7.1 General Description

7.1.1 Collocation allows AT&T to obtain dedicated space in a USWC wire center and to place equipment in such spaces to interconnect with the USWC network. **AT&T may request collocation at other USWC locations, including Controlled Environmental Vaults and Environmental Huts, pursuant to the BFR Process or through additional interconnection negotiations under the Act.**³⁴ USWC will provide the resources necessary for the operation and economical use of collocated equipment. POIs for network interconnection can be established through virtual or physical collocation arrangements.

7.1.2 Collocation is offered for network interconnection between the Parties. **AT&T may cross connect to other collocated parties via facilities provided by USWC, provided that AT&T's collocated equipment is also used for interconnection with USWC or access to USWC's unbundled network elements.**³⁵ Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport, see Section 5, Reciprocal Traffic Exchange.)

7.1.3 Except when AT&T purchases USWC's unbundled network transmission elements, AT&T will construct its own fiber optic, **coax, or copper**³⁶ cable to the USWC-designated point of interface. USWC will extend AT&T's fiber optic, **coax, or copper**³⁷ cable from the POI to the cable vault within the wire center. For the purposes of collocation, the POI shall be that point outside the USWC central office where AT&T and USWC fiber, coax or copper meet. If necessary, USWC may bring the cable into compliance with USWC internal fire code standards and extend the cable to the collocated space.

³⁴ First Order at 264.

³⁵ First Order at 287.

³⁶ First Order at 284.

³⁷ First Order at 284.

- 7.1.4 AT&T will be provided two points of entry into the USWC wire center only when there are at least two existing entry points for USWC cable and when there are vacant entrance ducts in both. USWC will promptly remove any unused cabling to free up entrance ducts when no other ducts are available.
- 7.1.5 AT&T may collocate transmission equipment including DCSs to terminate basic transmission facilities. **Such collocated equipment shall be used for the purpose of interconnection or access to unbundled network elements.**³⁸ AT&T may also collocate remote switching units (“RSUs”) and remote switching modules (“RSMs”) at USWC offices. **AT&T shall not be required to disable the switching function in such collocated RSUs/RSMs.**³⁹ AT&T may request collocation of other equipment pursuant to the BFR Process or through additional interconnection negotiations under the Act. AT&T must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental particulant level, and HVAC.
- 7.1.6 Nothing in this part shall be construed to limit AT&T’s ability to obtain both virtual and physical collocation in a single location.
- 7.1.7 **USWC shall permit AT&T to use vendors for all required engineering and installation services associated with its collocated equipment which are being collocated by AT&T pursuant to this Agreement. Within one hundred and twenty (120) days after a request by AT&T USWC and AT&T shall compose and agree on a list of approved vendors and/or agree on minimum qualifications for such contractors consistent with industry standards, such agreement not to be unreasonably withheld. In the event such agreement cannot be reached, virtual and physical collocation shall be performed by a vendor selected by AT&T subject to USWC’s approval, if AT&T and USWC are still unable to agree and the dispute resolution process outlined in Section 27.18 has not concluded on the issue of approved vendors, the list of approved vendors maintained by USWC as of the Effective Date of this Agreement shall be the default list until the conclusion of the dispute resolution process.**⁴⁰
- 7.1.8 **If there is no congestion at the entrance facility, or anticipated for a reasonable period of time, three years, AT&T shall be permitted to select the type of entrance cable. Where congestion exists, AT&T must use facilities that do not lead to premature exhaustion of the facilities.**⁴¹

³⁸ First Order at 273.

³⁹ First Order at 281.

⁴⁰ First Order at 282.

⁴¹ First Order at 284.

7.2 Virtual Collocation

- 7.2.1 USWC shall provide virtual collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.
- 7.2.2 AT&T will not have physical access to the USWC wire center building pursuant to a virtual collocation arrangement.
- 7.2.3 AT&T will be responsible for obtaining and providing to USWC administrative codes, e.g., common language codes, for all equipment specified by AT&T and installed in wire center buildings.
- 7.2.4 AT&T will be responsible for payment of training of USWC employees for the maintenance, operation and installation of AT&T's virtually collocated equipment when that equipment is different than the equipment used by USWC.
- 7.2.5 AT&T will be responsible for payment of charges incurred in the maintenance and/or repair of AT&T's virtually collocated equipment.
- 7.2.6 USWC does not guarantee the reliability of AT&T's virtually collocated equipment. USWC is responsible for the proper installation of AT&T's virtually collocated equipment.
- 7.2.7 AT&T is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers.
- 7.2.8 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.
- 7.2.9 AT&T will transfer possession of AT&T's virtually collocated equipment to USWC via a no cost lease. The sole purpose of the lease is to provide USWC with exclusive possessory rights to AT&T's virtually collocated equipment. Title to the AT&T virtually collocated equipment shall not pass to USWC.
- 7.2.10 **Installation, maintenance, and repair of AT&T's virtually collocated equipment will be performed by USWC or a USWC authorized vendor. USWC will maintain AT&T's virtually collocated equipment in a non-discriminatory manner. Maintenance includes the change out of electronic cards provided by AT&T and per AT&T's request.**⁴²
- 7.2.11 AT&T shall ensure that upon receipt of the AT&T virtually collocated equipment by USWC, all warranties and access to ongoing technical

⁴² First Order at 282.

support are passed through to USWC, all at AT&T's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that AT&T's equipment will be possessed, installed and maintained by USWC.

- 7.2.12 AT&T's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. AT&T shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of AT&T's virtually collocated equipment.
- 7.2.13 USWC may restrict the type of virtually collocated equipment. USWC will only permit basic transmission terminating equipment to be virtually collocated by AT&T. AT&T may request collocation of other equipment pursuant to the BFR Process or through additional interconnection negotiations under the Act.
- 7.2.14 AT&T must specify all software options and associated plug-ins for its virtually collocated equipment.
- 7.2.15 AT&T is responsible for purchasing and maintaining a supply of spares. Upon failure of AT&T's virtually collocated equipment, AT&T is responsible for transportation and delivery of maintenance spares to USWC at the wire center housing the failed equipment.

7.3 Physical Collocation

- 7.3.1 USWC shall provide to AT&T Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that USWC may provide for Virtual Collocation if USWC demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.
- 7.3.2 Where AT&T is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, AT&T may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case AT&T shall coordinate the construction and rearrangement with USWC of its equipment ^{43**}and circuits for which AT&T shall pay USWC

⁴³ First Order at 281.

at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.

- 7.3.3 AT&T will be allowed access to the POI on non-discriminatory terms. AT&T owns and is responsible for the installation, maintenance and repair of its ⁴⁴equipment located within the space rented from USWC.
- 7.3.4 AT&T must use leased space promptly and may not warehouse space for later use or sublease to another provider. **Physical collocation is offered in wire centers on a space-available, first come, first-served basis.**⁴⁵
- 7.3.5 The minimum standard leasable amount of floor space is 100 square feet. AT&T must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces. **AT&T may store maintenance spares in its leased floor space. USWC is not required to provide space for the storage of AT&T spares in a space separate from AT&T's leased space.**⁴⁶ The Commission will be the final arbitrator in points of dispute between the parties.
- 7.3.6 AT&T's leased floor space will be separated from other competitive providers and USWC space through an enclosure, which may consist of either cage or hard wall construction. **AT&T may elect to have USWC construct the enclosure, or choose from USWC approved contractors to construct the cage, meeting USWC's installation technical standards.**⁴⁷
- 7.3.7 The following standard features will be provided by USWC:
 - 7.3.7.1 Heating, ventilation and air conditioning.
 - 7.3.7.2 Smoke/fire detection and any other building code requirement.
- 7.3.8 USWC Responsibilities.
 - 7.3.8.1 Design the floor space within each wire center which will constitute AT&T's leased space.

⁴⁴ First Order at 281.

⁴⁵ First Order at 292.

⁴⁶ First Order at 263.

⁴⁷ First Order at 259 and 282.

- 7.3.8.2 Ensure that the necessary construction work is performed to build AT&T's leased physical space and the riser from the vault to the leased physical space.
- 7.3.8.3 Develop a quotation specific to AT&T's request.
- 7.3.8.4 Extend USWC-provided and owned fiber optic, **coax, or copper**⁴⁸ cable from the POI through the cable vault and extending the cable to AT&T's leased physical space or place the cable in fire retardant tubing prior to extension to AT&T's leased physical space.
- 7.3.8.5 Installation and maintenance and all related activity necessary to provide Channel Termination between USWC's and AT&T's equipment.
- 7.3.8.6 Work cooperatively with AT&T in matters of joint testing and maintenance.
- 7.3.8.7 **USWC shall provide information regarding the location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for USWC's point of termination to AT&T within five (5) business days of AT&T's acceptance of USWC's quote for collocated space.**⁴⁹
- 7.3.8.8 **USWC shall provide the dimensions for AT&T Outside Plant Fiber ingress and egress into AT&T collocated space within five (5) business days of AT&T's acceptance of USWC's quote for collocated space.**⁵⁰

7.3.9 AT&T Responsibilities

- 7.3.9.1 Determine the type of enclosure for the physical space.
- 7.3.9.2 Where applicable, procure, install and maintain all fiber optic, **coax, or copper**⁵¹ facilities up to the USWC designated POI.
- 7.3.9.3 Install, maintain, repair and service all AT&T's equipment located in the leased physical space.

⁴⁸ First Order at 284.

⁴⁹ First Order at 282.

⁵⁰ First Order at 282.

⁵¹ First Order at 284.

7.3.9.4 Ensure that all equipment installed by AT&T complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

7.3.10 Once construction is complete for physical collocation and AT&T has accepted its leased physical space, AT&T may order its DS0, DS1, DS3 or other Expanded Interconnection Channel Terminations.

7.3.11 [Intentionally left blank for numbering consistency.]

7.3.12 If, at any time, USWC determines that the equipment or the installation does not meet requirements, AT&T will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If AT&T fails to correct any non-compliance within fifteen (15) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at AT&T's expense.

7.3.13 If, during installation, USWC determines AT&T activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, USWC has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at AT&T's expense.

7.3.14 For each Physical Collocation, the Parties agree to execute a separate "Physical Collocation Agreement".

7.4 Collocation Rate Elements

7.4.1 Common Rate Elements

The following rate elements specified in Appendix A are common to both virtual and physical collocation:

7.4.1.1 Quote Preparation Fee. This covers the work involved in developing a quotation for AT&T for the total costs involved in its collocation request.

7.4.1.2 Entrance Facility. Provides for fiber optic, **coax, or copper**⁵² cable from the point of interconnection utilizing USWC owned, conventional single mode type of fiber optic

⁵² First Order at 284.

cable **(for fiber optic entrance facilities)**⁵³ to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.

- 7.4.1.3 Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the AT&T provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.
- 7.4.1.4 -48 Volt Power. Provides -48 volt power to the AT&T collocated equipment. Charged on a per ampere basis.
- 7.4.1.5 48 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or to the collocated equipment (for virtual collocation).
- 7.4.1.6 Inspector Labor. Provides for the USWC qualified personnel necessary when AT&T requires access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USWC employee (or contract employee) is required to go 'on-shift' on behalf of AT&T.
- 7.4.1.7 Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between AT&T's collocated equipment and USWC's network is accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS0, DS1, DS3 or other level depending on the USWC service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through USWC services.
- 7.4.1.8 Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for physical collocation) or from the collocated

⁵³

First Order at 284.

equipment (for virtual collocation) to the USWC network is of sufficient length to require regeneration.

7.4.2 Physical Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply only to physical collocation arrangements:

7.4.2.1 Floor Space Rental. Provides the monthly rent for the leased physical space, property taxes and base operating cost without -48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of the USWC wire center areas surrounding the leased physical space and general repair and maintenance.

7.4.2.2 Enclosure Buildout. The Enclosure Buildout element, either Cage or, at AT&T's option, Hardwall, includes the material and labor to construct the enclosure specified by AT&T or AT&T may choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support AT&T loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code for the hardwall enclosure). Also provides for humidification, if required. **Pricing for the Enclosure Buildout will be provided on an individual case basis.⁵⁴ USWC may recover such costs from AT&T through up-front, non-recurring charges.⁵⁵**

7.4.3 Virtual Collocation Rate Elements

The following rate elements, as specified in Appendix A, apply uniquely to virtual collocation:

7.4.3.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the AT&T virtually

⁵⁴ First Order at 259.

⁵⁵ First Order at 260.

collocated equipment. AT&T is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for AT&T. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.

- 7.4.3.2 Training Labor -- Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for AT&T virtually collocated equipment which is different from USWC provided equipment. USWC will require three USWC employees to be trained per metropolitan service area in which the AT&T virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require AT&T to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to AT&T will be reduced by half, should a second collocater in the same metropolitan area select the same virtually collocated equipment as AT&T.
- 7.4.3.3 Equipment Bay -- Provides mounting space for the AT&T virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- 7.4.3.4 Engineering Labor -- Provides the planning and engineering of the AT&T virtually collocated equipment at the time of installation, change or removal.
- 7.4.3.5 Installation Labor -- Provides for the installation, change or removal of the AT&T virtually collocated equipment.

7.5 Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation:

- 7.5.1 Acknowledgment of Floor Space Availability. Within fifteen days of the receipt by USWC from AT&T of a Request for Collocation and an associated Quote Preparation Fee, USWC will notify AT&T whether the sufficient floor space is available to accommodate AT&T's request.
- 7.5.2 Quote Preparation. Within twenty-five business days of the receipt by USWC from AT&T of a Request for Collocation and an associated Quote Preparation Fee, USWC shall provide AT&T with a written quotation

containing all nonrecurring charges for the requested collocation arrangement.

- 7.5.3 Quote Acceptance. Within thirty days of the receipt by AT&T of the USWC quotation, AT&T will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
- 7.5.4 Completion of Enclosure Construction (physical collocation only). Within 90 days of the acceptance of the quotation by AT&T, the construction of the necessary cage/hardwall enclosure shall be completed, subject to any delays caused by government agencies beyond USWC's control. At this time, the leased floor space will be available to AT&T for installation of its collocated equipment.
- 7.5.5 Completion of Collocated Equipment Installation (virtual collocation only) -
- USWC shall complete the installation of AT&T's collocated equipment within 90 days of USWC's receipt of AT&T's collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

7.5.6 To the extent reasonable, USWC shall apply the results of one review of the technical feasibility of collocation at a particular point of collocation (e.g., collocation of an AT&T RSU in a USWC central office) to similar type of collocation throughout New Mexico.⁵⁶

8. UNBUNDLED ACCESS/ELEMENT

8.1 General Terms⁵⁷

8.1.1 USWC agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this Agreement: 1) local loop, 2) local and tandem switches (**including all vertical switching features provided by such switches⁵⁸,**) 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance facilities.

This is a parked issue

8.1.2 This Agreement provides for the provision of unbundled Network Elements or combinations thereof to AT&T. USWC agrees to provide such elements in a manner equal to that which USWC provides to itself or its affiliates and enables AT&T to combine them. This Agreement provides for the provision of Unbundled Loops to AT&T which may be connected with AT&T's switch for the purpose of offering a finished retail service. In addition, USWC agrees to provide an Unbundled Switching Element to AT&T which may be combined with AT&T-provided loops to provide a finished retail service.⁵⁹

8.1.3 USWC will not restrict the types of telecommunications services AT&T may offer through unbundled elements, nor will it restrict AT&T from combining elements with any USWC network elements or technically compatible equipment AT&T owns. USWC will provide AT&T with all of the telecommunication service functionalities of a particular element, so that AT&T can provide any telecommunications services that can be offered by means of the element.⁶⁰

⁵⁶ First Order at 290.

⁵⁷ See Fourth Order at 11.

⁵⁸ First Order at 295 and Fourth Order at 17.

⁵⁹ The Parties agree that the method by which unbundled network elements may be combined by AT&T is a "Parked" issue, and will be resolved in accordance with the final, non-appealable court or Commission decision. The resulting amendment/restated Agreement shall be submitted to the Commission within 45 days of request by either Party following the issuance of such decision.

⁶⁰ The following two sentences have been deleted pursuant to Third Order at 20: "USWC agrees to perform and AT&T agrees to pay for the costs, if any, necessary to combine requested elements in any technically feasible manner either with other elements from USWC's network, or with elements possessed by AT&T. However, USWC need not combine network elements in any

- 8.1.4 **USWC is not required to provide packet switching as an unbundled network element until such time the Commission or FCC requires packet switching to be an unbundled network element.**⁶¹

8.2 Description of Unbundled Elements

8.2.1 Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

8.2.2 Transport

USWC will provide unbundled access to shared transmission facilities between end offices and the tandem switch. Further, USWC will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPs, tandem switches and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all technically feasible transmission capabilities, such as DS1, DS3, and Optical Carrier levels (e.g. OC-3/12/48/96) that AT&T could use to provide telecommunications services.

8.2.3 Digital Cross Connect System.

USWC shall provide access to digital cross-connect functionality to the extent the functionality is provided to interexchange carriers. USWC will provide AT&T with access to mutually agreed upon digital cross-connect system (DCS) points.⁶²

8.2.4 Unbundled Loops

manner requested if not technically feasible, but must combine elements ordinarily combined in its network in the manner they are typically combined.”

⁶¹ First Order at 303.

⁶² First Order at 302.

8.2.4.1 Description

8.2.4.1.1 An Unbundled Loop establishes a transmission path between the USWC distribution frame (or equivalent) up to, and including, USWC's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.

8.2.4.1.2 Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, AT&T is requested to specify loop start or ground start option. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to AT&T.

8.2.4.1.2.1 To the extent AT&T requires an Unbundled Loop to provide ISDN, HDSL, ADSL or DS1 service, such requirements will be identified on the order for Unbundled Loop Service. **To the extent that USWC can show that conditioning costs are not recovered through USWC's retail non-recurring charges when applied to unbundled loops, non-recurring** conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standard.⁶³

8.2.4.1.2.2 Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the functions desired. USWC will provide AT&T with the available NC/NCI codes and their descriptions. Channel performance is not yet offered as an unbundled element. If desired, it will be negotiated on an individual case basis.

8.2.4.2 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces

⁶³ First Order at 214.

and parameters. USWC does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between AT&T's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section 17, Notice of Changes, herein.

8.2.4.3 Facilities and lines furnished by USWC on the premises of AT&T's end user and up to, and including, the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines. The Parties agree to explore issues surrounding the extension of Unbundled Loops beyond the NID.

8.2.4.4 For pricing purposes only, unbundled Loops include the facilities between the USWC distribution frame up to and including USWC's NID located at AT&T's end user premise. The connection between the distribution frame and AT&T collocation facilities is accomplished by ordering the applicable EICT, as set forth in Appendix A. Regeneration for the EICT may be required.

8.2.4.5 Ordering and Maintenance.

8.2.4.5.1 For the purposes of loop assignment, tracking, and dispute resolution, USWC will require a Letter of Authorization for each existing USWC end user for which AT&T has requested reassignment of the loop serving that end user.

8.2.4.5.2 If there is a conflict between an end user (and/or its respective agent) and AT&T regarding the disconnection or provision of Unbundled Loops, USWC will honor the latest dated Letter of Authorization designating an agent by the end user or its respective agent. If the end user's service has not been disconnected and Unbundled Loop Service is not yet established, AT&T will be not

responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be restored with USWC, AT&T will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.

- 8.2.4.5.3 AT&T is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. USWC will work cooperatively with AT&T to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. AT&T must provide to USWC switch-based test results when testing its customer's trouble prior to USWC performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, USWC shall apply to AT&T the maintenance of service charges in accordance with the applicable time and materials charges in USWC's tariff.
- 8.2.4.5.4 AT&T will be responsible to submit to USWC a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
- 8.2.4.5.5 The installation due date is a negotiated item. For related orders, new connects will be physically worked within the same calendar day.
- 8.2.4.5.6 When ordering Unbundled Loops, AT&T is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- 8.2.4.5.7 AT&T will have responsibility for testing the equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at AT&T's request, and the fault is not in the USWC facilities, a charge shall apply.

- 8.2.4.5.8 AT&T will be responsible for providing battery and dial tone to its connection point two days prior to the due date on the service order.
- 8.2.4.5.9 Provisions regarding Basic Testing at Coordinated Cutover Time shall be negotiated between the Parties on an individual case basis.
- 8.2.4.5.10 AT&T and USWC will work cooperatively to develop forecasts for Unbundled Loop service. USWC requests an eighteen month forecast of Unbundled Loop service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as AT&T confidential information.
- 8.2.4.6 Appendix A contains the rate information for Unbundled Loops.
- 8.2.4.7 If applicable, the Bona Fide Request Process will apply as detailed in Section 20 of this Agreement.
- 8.2.4.8 If applicable, Construction Charges, pursuant to Section 24, of this Agreement, may apply to the construction of new Unbundled Loops on behalf of AT&T.

8.2.5 Local Switching Elements

The switching network element includes facilities that are associated with the line (e.g., the line card), facilities that are involved with switching the call, and facilities used for custom routing. The local switching network element is comprised of three rate elements:

8.2.5.1 Line-related (per line)

8.2.5.1.1 The switching elements encompass line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. This includes the functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. The line-related local switching element includes:

- 8.2.5.1.1.1 Telephone Number
- 8.2.5.1.1.2 Directory Listing
- 8.2.5.1.1.3 Dial Tone
- 8.2.5.1.1.4 Signaling (loop or ground start)
- 8.2.5.1.1.5 On/Off Hook Detection
- 8.2.5.1.1.6 Audible and Power Ringing

- 8.2.5.1.1.7 Automatic Message Accounting (AMA) Recording
- 8.2.5.1.1.8 Access to 911, Operator Services, and Directory Assistance
- 8.2.5.1.1.9 Blocking Options (900 services)
- 8.2.5.1.2 Local switching includes **vertical features, custom calling and CLASS features.**⁶⁴
- 8.2.5.1.3 The access point for line-side local switching interconnection, depending upon the element, is the Distributing Frame (DF) or the Digital Crossconnect Bay (DSX) of the USWC designated serving wire center.
- 8.2.5.1.4 Physical Traits - Line-side elements. Two-wire, analog, POTS type switch connection at the Distributing Frame.
- 8.2.5.1.5 The price for line-related local switching is described in Appendix A.
- 8.2.5.2 Trunk-side Local Switching Element (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. This rate element is the same as the call termination element for Local Interconnection Service (LIS) described in Section 5.

⁶⁴ First Order at 295 and Fourth Order at 17.

8.2.5.3 Customized routing

8.2.5.3.1 Description

Customized routing will enable AT&T to direct particular classes of calls to particular outgoing trunks. AT&T can use customized routing to direct its customers' calls to 411, 555-1212, or O- to its own directory assistance or operator services platform.

8.2.5.3.2 Limitations

In the event there is a limitation in the technical feasibility of offering custom routing beyond the capacity of the 1A ESS switch, custom routing will be offered to competitors on a first-come, first-served basis.⁶⁵

8.2.5.3.3 **To the extent USWC can demonstrate through Commission proceedings that there are incremental costs associated with Customized Routing, USWC is entitled to recover the additional costs from AT&T.**⁶⁶

8.2.6 Network Interface Device (NID)

8.2.6.1 Service Description.

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

8.2.6.2 AT&T may connect its loops, via its own NID, to the USWC NID.

8.2.6.3 Any costs associated with USWC's connection of AT&T's NID to USWC's NID, will be the responsibility of AT&T.

8.2.6.4 If AT&T purchases an unbundled loop, AT&T may provide its own NID or have USWC provide the NID.

8.2.6.5 The price for access to the NID will be provided on a case-by-case basis.

⁶⁵ First Order at 306.

⁶⁶ First Order at 306.

8.2.7 Dark Fiber

USWC must provide to AT&T dark fiber as an unbundled element.⁶⁷

8.2.7.1 Definitions

8.2.7.1.1 Dark Fiber is a physical inter-office transmission media which has no lightwave or electronic transmission equipment attached.

8.2.7.1.2 Dark Fiber is provided as an optical fiber(s) as technically feasible. The fibers will be terminated on Fiber Distribution Panels in a USWC Central Office. USWC will provide jumpers from the FDP to an AT&T interface.⁶⁸

8.2.7.2 Requirements

8.2.7.2.1 USWC shall provide a Single Point of Contact (SPOC) for negotiating all Dark Fiber use arrangements.

8.2.7.2.2 AT&T may request from USWC to cooperatively test Dark Fiber to confirm its usability and performance specifications. The test equipment used for such testing shall be agreed to by both Parties.

8.2.7.2.3 USWC shall provide to AT&T information regarding the location, availability and performance of Dark Fiber within five (5) business days for a records-based answer and twenty (20) calendar days for a field-based answer, after receiving a request from AT&T. Within such time period, USWC shall send written or electronic confirmation or any other method of notification agreed to by the Parties of availability of the Dark Fiber.

8.2.7.2.4 Within 20 business days of receiving the confirmation, USWC shall make available to AT&T the Dark Fiber in accordance with the terms of this Section.

⁶⁷ Order at 239.

⁶⁸ Third Order at 69.

8.2.7.2.5 If USWC is unable to make the Dark Fiber available within the twenty business day period, USWC shall advise AT&T as soon as possible after a delay is known and advise AT&T of the reason for the delay and the expected availability of the Dark Fiber.

8.2.7.2.6 USWC shall provide AT&T, within 45 days of a request by AT&T after the effective date of this Agreement, with maps and other data sufficient to indicate the precise location and currently unused extent of capacity of USWC's dark fiber in New Mexico.⁶⁹

9. ANCILLARY SERVICES AND ARRANGEMENTS

9.1 Signaling Access to Call-Related Databases⁷⁰

9.1.1 When AT&T is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC Service Management Systems (SMS) will be provided to AT&T to create, modify, or update information in the call related databases, equivalent to the USWC access.

9.1.2 USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. **The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.**⁷¹

9.1.3 CCSAC includes:

9.1.3.1 Entrance Facility - This element connects AT&T's signaling point of interface with the USWC serving wire center (SWC). AT&T may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, AT&T would need to purchase collocation and an expanded interconnection channel termination.

⁶⁹ Order at 245.

⁷⁰ The language in this section complies with First Order at 305.

⁷¹ First Order at 305.

- 9.1.3.2 Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. AT&T may purchase this element or self-provision transport directly to the STP. If AT&T provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.
- 9.1.3.3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).
- 9.1.4 **Advanced Intelligent Network (AIN) triggers will be provided only to access USWC databases. Access to Advanced Intelligent Network (AIN) functions is available only through the Signaling Transfer Point (“STP”). If AT&T requires other access, it will submit a Bona Fide Request.**⁷²
- 9.1.5 USWC will provide access to SMS through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows AT&T to create modify, or update information in call related databases. Currently, the SCE process is predominantly manual.
- 9.1.6 The pricing for CCSAC service is provided in Appendix A.

9.2 Interim Number Portability⁷³

- 9.2.1 General Terms.
 - 9.2.1.1 The Parties shall provide Interim Number Portability (INP) on a reciprocal basis to the extent technically feasible.
 - 9.2.1.2 Until permanent number portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through Remote Call Forwarding, Direct Inward Dialing, or other appropriate means as agreed to by the Parties.
 - 9.2.1.3 Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party with sufficient time to allow for coordination to allow the seamless and transparent conversion of INP Customer

⁷² First Order at 301.

⁷³ First Order at 326-336 addresses INP generally. The language in this section reflects agreement of USWC and AT&T in Arizona.

numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability. Parties agree to expeditiously convert Customers from interim number portability to permanent number portability, provided that the interim service is not removed until the Customer has been converted.

- 9.2.1.4 USWC will update and maintain its Line Information Database (“LIDB”) listings for numbers retained by AT&T and its Customer, and restrict or cancel calling cards associated with these forwarded numbers as directed by AT&T. Further, USWC will not block third party and collect calls to those numbers unless requested by AT&T.
- 9.2.1.5 The ordering Party shall specify on a per telephone number basis which method of INP is to be employed and the providing Party shall provide such method to the extent technically feasible.
- 9.2.1.6 Where either party has activated an entire NXX, or activated a substantial portion of an NXX with the remaining numbers in that NXX either reserved for future use or otherwise unused, if these Customer(s) choose to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another.

9.2.2 Description Of Service

- 9.2.2.1 Interim Number Portability Service (“INP”) is a service arrangement that can be provided by USWC to AT&T or by AT&T to USWC.
- 9.2.2.2 Interim Number Portability (INP) applies to those situations where an end-user Customer elects to change service providers, and such Customer also wishes to retain its existing or reserved telephone number(s). INP consists of providing the capability to route calls placed to telephone numbers assigned to one Party’s switches to another Party’s switches.
- 9.2.2.3 INP is available as INP-Remote Call Forwarding (“INP-RCF”) permitting a call to a USWC assigned telephone number to be translated to AT&T’s dialable local number.

AT&T may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. AT&T will need to specify the number of simultaneous calls to be forwarded for each number ported.

9.2.2.4 DID is another INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between the USWC end office and the AT&T switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by USWC. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing Calling Line ID to the AT&T switch.

9.2.2.5 RI-PH will route a dialed call to the USWC switch associated with the NXX of the dialed number. The USWC switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to AT&T. The prefixed dialed number is transmitted to the USWC tandem switch to which AT&T is connected. Route indexing is only available with seven digit local dialing. **Hub route indexing shall only be made available after AT&T has shown to USWC's satisfaction that switch manufacturers have adequately addressed the issue of 'loop-back'.**⁷⁴

9.2.2.6 The prefix is removed by the operation of the tandem switch and the dialed number is routed to AT&T's switch so the routing of the call can be completed by AT&T.

i. DN-RI is a form of RI-PH that requires direct trunking between the USWC switch to which the ported number was originally assigned and the AT&T switch to which the number has been ported. The USWC switch shall send the originally dialed number to the AT&T switch without a prefix.

ii. USWC shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by AT&T. Where technically feasible, calls to ported numbers are first directed to the AT&T switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

iii. For both RI-PH and DN-RI the trunks used may, at AT&T's option, be the same as those used for exchange of other local traffic with USWC. At AT&T's option, the trunks

⁷⁴ First Order at 335.

shall employ SS7 or in band signaling and may be one way or two way.

9.2.2.7 INP is subject to the following restrictions:

i. An INP telephone number may be assigned by AT&T only to AT&T's Customers located within USWC's local calling area and toll rating area that is associated with the NXX of the portable number. This is to prevent the possibility of Customers using number portability to extend the local calling area.

ii. INP is applicable only if AT&T is engaged in a reciprocal traffic exchange arrangement with USWC.

iii. INP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers (including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service). Furthermore, INP numbers may only be used consistent with network efficiency and integrity, i.e., inhibitions on mass calling events.

iv. The ported telephone number will be returned to the switch which originally had the ported number when the ported service is disconnected. The normal intercept announcement will be provided by the porting company for the period of time until the telephone number is reassigned.

v. Within thirty (30) days of request by AT&T following the Effective Date of this Agreement, USWC shall provide AT&T a list of those features that are not available for INP telephone numbers due to technical limitations.

9.2.3 Ordering and Maintenance

9.2.3.1 AT&T is responsible for all direct interactions with AT&T's end users with respect to ordering and maintenance.

9.2.3.2 USWC shall exchange with AT&T SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the USWC network.

9.2.3.3 The Parties' designated INP switch must return answer and disconnect supervision to the other Party's switch.

- 9.2.3.4 USWC shall disclose to AT&T any technical or capacity limitations that would prevent use of a requested INP in a particular switching office.
- 9.2.3.5 The Parties will develop and implement an efficient deployment process to ensure call routing integrity for toll and local calls, with the objective to eliminate Customer downtime.
- 9.2.3.6 Both the incoming and outgoing service providers should send the applicable CARE transaction to notify the appropriate IXC that access is now provided by a new service provider for that number.
- 9.2.3.7 For INP, AT&T shall have the right to use the existing USWC 911 infrastructure for all 911 capabilities. When RCF is used for AT&T subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. AT&T shall have the right to verify the accuracy of the information in the ALI databases via direct connection to the SCC ALI database pursuant to the same process and procedures SCC makes available to USWC.

9.2.4 Cost Recovery

- 9.2.4.1 **The costs incurred by the Parties in the provision of interim number portability shall be recovered pursuant to the “New York Plan.” Under the New York Plan, the costs of interim number portability are allocated between the parties in accordance with their respective share of working telephone numbers.**⁷⁵
- 9.2.4.2 The INP Provider will, when using RCF, send the original (“ported”) number over the interconnection arrangements as the calling party number using the signaling protocol applicable to the arrangements. The INP Requestor will capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c) intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this Section. The appropriate percentage will be applied to the number of minutes of INP

⁷⁵ First Order at 329.

traffic in each category to determine the number of minutes eligible for additional “pass through” switched access compensation. **For all intra-LATA toll and inter-LATA minutes delivered over INP, USWC will pay, in addition to reciprocal compensation, the applicable CCLC for each minute.**⁷⁶

9.2.4.3 Rates are contained in Appendix A.

9.2.5 Permanent Number Portability⁷⁷

9.2.5.1 Upon implementation of Permanent Number Portability (PNP) pursuant to FCC regulations, both Parties agree to conform and provide such Permanent Number Portability. To the extent consistent with the FCC rules as amended from time to time, the requirements for PNP shall include the following:

9.2.5.2 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC rules and regulations.

9.2.5.3 The PNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to USWC in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay, and AT&T shall not be required to rely on the USWC network for calls completing to its ported Customers.

9.2.5.4 When an office is equipped with PNP, in accordance with the procedures specified by the North American Numbering Council the NXXs in the office shall be defined as portable and translations will be changed in the Parties’ switches to open those NXXs for database queries.

9.2.5.5 When an NXX is defined as portable, it shall also be defined as portable in all PNP-capable offices which have direct trunks to the given switch.

9.2.5.6. Upon introduction of PNP in an MSA, the applicable switches will be converted according to a published schedule with no unreasonable delay. All portable

⁷⁶ First Order at 330.

⁷⁷ The section represents language agreed to by USWC and AT&T in Arizona.

NXXs shall be recognized as portable, with queries launched from these switches.

9.2.5.7 Prior to implementation of PNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the Customer should not be dropped from the 911 database during the transition.

9.2.5.8 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall “port” along with the active numbers being ported by the subscriber. So long as AT&T maintains the reserved numbers, USWC shall not reassign said numbers. The Parties will allocate the revenue generated from number reservations in accordance with a Schedule to be mutually agreed upon by the Parties within ninety (90) days of request by either Party following the Effective Date of this Agreement.

9.2.5.9 During the process of porting a subscriber, the donor service provider shall implement the 10-Digit trigger feature, when the technology is made available in each switch in accordance with the schedules adopted by the FCC. When the donor provider receives the porting request, the unconditional trigger shall be applied to the subscriber’s line at the time that has been agreed to via the Western Region LNP Operations Guidelines in order to overcome donor network time delays in the disconnection of the subscriber. Alternatively, when an activation notice is sent to an NPAC to trigger a broadcast to service provider databases, the donor switch shall have its translations changed to disconnect the subscriber’s line within thirty (30) minutes or less after the donor network Local SMS’s has received the broadcast. Porting requests that require coordination between service providers, in accordance with the guidelines, will be handled on a case-by-case basis and will not be covered by the above.

9.2.5.10 Both AT&T and USWC shall:

9.2.5.10.1 support all emergency and operator services.

9.2.5.10.2 use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.

- 9.2.5.10.3** jointly cooperate with each other to provide the information necessary to rate and bill all types of calls.
- 9.2.5.10.4** jointly cooperate with each other to apply PNP consistently on a nationwide basis, and in accordance with all FCC directives.
- 9.2.5.11** A ten-digit code, consistent with the North American Numbering Plan, shall be used as a network address for each switch that terminates subscriber lines, i.e., an end office. This address shall support existing six-digit routing and may be implemented without changes to existing switch routing algorithms. In existing end offices, this address shall be selected from one of its existing NPA-NXXs. New end offices shall be assigned an address through normal administrative processes.
- 9.2.5.12** PNP employs an "N-1" (N minus 1) Query Strategy for InterLATA or IntraLATA toll calls, by which the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office.
- 9.2.5.13** USWC shall furnish AT&T with the first six digits of the originating address when it supplies AT&T with the Jurisdiction Information Parameter for the Originating Address Message.
- 9.2.5.14** USWC agrees to begin the introduction of PNP to end user subscribers who may begin changing local service providers and retaining their existing telephone number based on the time line set out by the FCC in its Telephone Number Portability Order (CC Docket No. 95-116), or in accordance with a Commission order if such time for introduction of PNP set by the Commission is earlier than would result under the FCC Order.
- 9.2.5.15** The generic requirements for the PNP alternative implemented will be in accordance with industry standard specifications.

- 9.2.5.16** For a local call to a ported number, the originating carrier is the “N-1” carrier. It will perform an external database query as soon as the call reaches the first PNP-capable switch in the call path and pass the call to the appropriate terminating carrier. An PNP-capable originating switch shall query on a local call to a portable NXX as soon as it determines that it (the originating switch) does not serve the dialed number.
- 9.2.5.17** USWC shall be the default carrier for database queries where AT&T is unable to perform its own query due to abnormal conditions. AT&T shall be the default carrier for database queries where USWC is unable to perform its own query due to abnormal conditions.
- 9.2.5.18** USWC will provide AT&T PNP for subscribers moving to a different location, or staying at the same location, within the same rate center area.
- 9.2.5.19** USWC will work cooperatively with other local service providers to establish the Western Region Number Portability Administration Center/Service Management System (SMS). The SMS shall be administered by a neutral third party to provide for the efficient porting of numbers between carriers. There must be one (1) exclusive NPAC per portability State or region, and USWC shall provide all information uploads and downloads regarding ported numbers to/from, respectively, the exclusive NPAC. USWC and AT&T shall cooperate to facilitate the expeditious deployment of PNP through the process prescribed by the FCC, including, but not limited to, participation in the selection of a neutral third party and development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for provisioning in this Agreement.

9.3 911/E-911 Service

9.3.1 Scope.

- 9.3.1.1** AT&T exchanges to be included in USWC’s E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.
- 9.3.1.2** In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, AT&T will participate in the provision of the 911 System as described in this Agreement.

- 9.3.1.2.1 Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.
- 9.3.1.2.2 USWC, or its agent, will be responsible for maintaining the E-911 Data Base. USWC, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and periodic updates, to AT&T.
- 9.3.1.2.3 AT&T assumes all responsibility for the accuracy of the data that AT&T provides to USWC for MSAG preparation and E-911 Data Base operation.
- 9.3.1.2.4 AT&T will provide end user data to the USWC ALLI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish AT&T any variations to NENA recommendations required for ALLI data base input.
- 9.3.1.2.5 AT&T will provide end user data to the USWC ALLI data base that are Master Street Address Guide (MSAG) valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
- 9.3.1.2.6 AT&T will update its end user records provided to the USWC ALLI data base to agree with the 911 MSAG standards for its service areas.
- 9.3.1.2.7 USWC will provide AT&T with the identification of the USWC 911 controlling office that serves each geographic area served by AT&T.
- 9.3.1.2.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALLI/ANI information is not available on a particular 911 call.
- 9.3.1.2.9 USWC will provide AT&T with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by AT&T operators for handling emergency calls in those instances where the AT&T customer dials "O" instead of "911".

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

- 9.3.2.3 Each party will be responsible for the accuracy of its customer records. Each party specifically agrees to indemnify and hold harmless the other party from any claims, damages, or suits related to the accuracy of customer data provided for inclusion in the E-911 Data Base.
- 9.3.2.4 The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the parties.

9.4 Directory Assistance

- 9.4.1 USWC agrees to (1) **provide to AT&T's operators on-line access to USWC's directory assistance database⁷⁸**; (2) **provide to AT&T unbranded directory assistance service where technically feasible⁷⁹**; (3) **provide to AT&T directory assistance service under AT&T brand (where technically feasible)⁸⁰**; (4) **allow AT&T or AT&T's designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services,⁸¹** and (5) in conjunction with (2) or (3) above, provide **caller-optional directory assistance call completion service on an unbundled basis and without imposing unauthorized, unreasonable or discriminatory terms and conditions.⁸²** Prices for **branding and unbranding⁸³** and the remainder of the above services will be determined through the BFR Process.
- 9.4.2 (i) The interim price for Directory Assistance service for local traffic, as currently offered by USWC is shown in Appendix A.
- (ii) Queries by AT&T operators to the USWC maintained database shall be provided pursuant to AT&T request according to Commission guidelines.
- (iii) If AT&T requests an initial load of the USWC database and periodic updates, USWC shall provide according to Commission guidelines.

⁷⁸ First Order at 396.

⁷⁹ First Order at 193.

⁸⁰ First Order at 193.

⁸¹ First Order at 398.

⁸² First Order at 395.

⁸³ First Order at 194.

- 9.4.3 **AT&T shall reimburse USWC for the costs of deploying the information processes necessary to capture the required billing information necessary to access USWC's directory assistance database and to deploy directory assistance call completion services.⁸⁴ To the extent that this function is used by other CLECs, the development cost should be born proportionately between the beneficiaries.⁸⁵ The development cost for access to USWC's directory assistance database should be split between CLECs based on the number of directory assistance calls during the first three years of operation.⁸⁶ The development cost for call completion service should be split between CLECs based on the number of call completion calls during the first three years of operation.⁸⁷**
- 9.4.4 **USWC shall provide AT&T with documentation of its costs of deploying access to USWC's directory assistance database and directory assistance call completion service. AT&T shall not be required to provide compensation for deploying access to these databases until AT&T has had an opportunity to review the reasonableness of USWC's proposed charges. After receiving the information, if AT&T does not feel that the costs are reasonable, AT&T may pursue the matter using the dispute resolution process of this Agreement.⁸⁸**
- 9.4.5 **AT&T shall provide its estimate of traffic volumes to USWC to the extent that such information is required for purposes of facility provisioning,⁸⁹**
- 9.4.6 The interim price for directory call completion services as currently offered by USWC shall be set forth in Appendix A, pending the completion of a Commission approved cost study. Additional directory assistance call completion charges for USWC intraLATA toll services, may also apply for completed intraLATA toll calls. USWC intraLATA long distance service shall be available, pursuant to the wholesale discount provided in Section 11, Resale, herein, for applicable long distance directory call completion services. **Charges for branding, unbranding or information processes as well as other associated costs shall be pursuant to the Commission's Order.⁹⁰** Call completion service is an optional service.

⁸⁴ First Order at 392 and 396.

⁸⁵ First Order at 392 and 396.

⁸⁶ First Order at 392 and 396.

⁸⁷ First Order at 392.

⁸⁸ First Order at 393 and 396.

⁸⁹ First Order at 394 and 396.

⁹⁰ First Order at 193.

AT&T may, at its option, request USWC to not provide call completion services to AT&T customers.

9.4.7 AT&T shall reimburse USWC for the reasonable cost of providing AT&T the ability to transfer the USWC directory assistance database to the AT&T operator services platform.⁹¹

9.4.8 AT&T shall be prohibited from changing information in the original USWC directory assistance database.⁹²

9.5 Directory Listings

9.5.1 Scope.

9.5.1.1 Listings Service (“Listings”) consists of USWC placing the names, addresses and telephone numbers of AT&T’s end users in USWC’s listing database, based on end user information provided to USWC by AT&T. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in Section 9.5.1.4, below.

9.5.1.2 AT&T will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to AT&T’s end user customers. Primary listings are as defined for USWC end users in USWC’s general exchange tariffs. AT&T will be charged for premium and privacy listings, e.g., additional, foreign, cross reference, informational, etc., at USWC’s general exchange listing tariff rates, less the wholesale discount. AT&T utilizing Remote Call Forwarding for local number portability can list only one number without charge - either the end customer’s original telephone number or the AT&T-assigned number. The standard discounted rate for an additional listing applies to the other number.

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

⁹¹ First Order at 398.

⁹² First Order at 399.

9.5.1.4 AT&T grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. USWC shall not sell or license, nor allow any third party, the use of AT&T Customer Listings without the prior written consent of AT&T. USWC shall not disclose nor allow any third party to disclose non-published name or address information for any purpose other than what may be necessary to complete directory distribution. AT&T hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

9.5.1.4.1 Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. AT&T authorizes USWC to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

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

AT&T hereby selects Option 9.5.1.4.2

9.5.1.4.3 **In all matters regarding directory listings use and sales, USWC shall ensure that AT&T is treated in a competitively neutral manner, including, but not limited to ensuring that if USWC receives any compensation or remuneration from U S WEST Dex for the sale of listings to third parties AT&T shall receive the same pro rata compensation or remuneration.**⁹³

⁹³

Second Order at 27.

9.5.1.4.4 **For white pages and yellow pages advertising, USWC shall ensure that (a) USWC's directory publisher sell such advertising on a nondiscriminatory basis to AT&T Customers, (b) charges for such advertising will be billed by USWC's directory publisher in the same manner as it bills for USWC's customers' advertisements, and (c) AT&T shall receive commissions or other compensation from USWC's directory publisher on all compensation generated by such advertising at no less than the commission or compensation rate paid to USWC or any of its Affiliates.**⁹⁴

9.5.1.4.5 USWC will permit AT&T Customers to place orders for Premium Listings and privacy listings. AT&T will be charged for Premium Listings and privacy listings at USWC's general exchange tariff rate less the wholesale discount rate. The Premium and privacy listing charge will be billed to AT&T and itemized at the telephone number sub-account level.

9.5.1.5 To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section 27.8, "Limitation of Liability", of this Agreement with respect to Listings only.

9.5.2 USWC Responsibilities

9.5.2.1 USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with AT&T orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that AT&T has supplied USWC the necessary privacy indicators on such Listings.

9.5.2.2 USWC will include AT&T Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to AT&T's Listings.

9.5.2.3 USWC will ensure the AT&T Listings provided to USWC are included in the white pages directory published on USWC's behalf.

⁹⁴ Procedural Order, July 14, 1997, pages 6-8 and Second Order at 28.

9.5.3 AT&T Responsibilities

- 9.5.3.1 AT&T agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
- 9.5.3.2 AT&T will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
- 9.5.3.3 AT&T represents and warrants the end user information provided to USWC is accurate and correct. AT&T further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. AT&T shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.
- 9.5.3.4 AT&T is responsible for all dealings with, and on behalf of, AT&T's end users, including:
 - 9.5.3.4.1 All end user account activity, e.g. end user queries and complaints.
 - 9.5.3.4.2 All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
 - 9.5.3.4.3 Determining privacy requirements and accurately coding the privacy indicators for AT&T's end user information. If end user information provided by AT&T to USWC does not contain a privacy indicator, no privacy restrictions will apply.
 - 9.5.3.4.4 Any additional services requested by AT&T's end users.

9.6 Busy Line Verify/Interrupt

- 9.6.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.
- 9.6.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the

called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

- 9.6.3 The rates for Busy Line Verify and for Busy Line Verify and Interrupt shall be as specified in Appendix A
- 9.6.4 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.
- 9.6.5 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 6, Interconnection, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth above.

9.7 Toll and Assistance Operator Services.

9.7.1 Description of Service.

Toll and Assistance refers to functions customers associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by AT&T via collocation arrangements to route calls to AT&T's platform.

- 9.7.2 Operator Services may be provided either in an automated or live operator manner. Where technically feasible, USWC, upon AT&T's request, shall utilize automated branding of the operator services call, namely provide the ability to announce AT&T's name to the customer during the introduction of the call.
- 9.7.3 Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
- 9.7.4 Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
- 9.7.5 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.

- 9.7.6 Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.
- 9.7.7 Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
- 9.7.8 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- 9.7.9 Specific provisions regarding Operator Services will be addressed in a separate agreement between the Parties.

9.8 Interconnection to Line Information Data Base (LIDB)

9.8.1 Description of Line Information Data Base (LIDB).

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

9.8.2 Interfaces.

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

9.8.3 LIDB Access.

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

9.8.3.2 All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TR-TSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using SS7 protocols for basic message transport.

- 9.8.3.3 The SCP node provides all protocol and interface support. AT&T SS7 connections will be required to meet Bellcore's GR905. TR954 and USWC's Technical Publication 77342 specifications.
- 9.8.3.4 Non-USWC companies will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter information into USWC's service order process interface system, SOPI.
- 9.8.3.5 It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.

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

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

- 9.9.1 **USWC shall provide AT&T with access to its poles, ducts, rights-of-way and conduit consistent with Section 224 of the Act, on terms and conditions upon which USWC provides such access to itself or to third parties.⁹⁵**
- 9.9.2 **Any reservation of space must be based upon a bona fide development plan that reasonably and specifically projects a need for space in the provision of service.⁹⁶**
- 9.9.3 **USWC may maintain spare capacity, only as reasonably necessary for maintenance and administrative purposes, based upon generally accepted engineering principles.⁹⁷ USWC may not reserve space for its local exchange service to the detriment of AT&T's local exchange business.⁹⁸**
- 9.9.4 **USWC shall take all reasonable steps to expand capacity if necessary to accommodate access to rights of way. Before denying access based on a lack of capacity, USWC must explore potential accommodations in good faith with the party seeking access.⁹⁹ Before denying access, USWC shall have the burden to show that**

⁹⁵ First Order at 362; 365.

⁹⁶ First Order at 363.

⁹⁷ First Order at 363 and 367.

⁹⁸ First Order at 367.

⁹⁹ First Order at 369.

the requested access is not technically feasible when it states that capacity is not available.¹⁰⁰

9.9.5 To the extent that increased access is required to restricted rights-of-way, USWC, shall facilitate the negotiation for increased access. If necessary, in accordance with FCC regulations, USWC must exercise its eminent domain powers to expand an existing right-of-way over private property to accommodate a request for access.¹⁰¹

9.10 Miscellaneous Ancillary Services.

Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 800 and CMD5.

10. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

USWC shall take the necessary steps to create electronic interfaces that will provide AT&T and other CLECs with ordering processes that are equal to the ordering processes USWC has available to itself.¹⁰²

10.1 through 10.5.1.2 [Intentionally left blank for numbering consistency]¹⁰³

10.5.2 Files and Reports

10.5.2.1 Daily Usage Data¹⁰⁴

The accumulated set of call information for a given day as captured, or “recorded,” by the network switches. USWC will provide this data to AT&T with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today.

10.5.2.2 through 10.10.3 [Intentionally left blank for numbering consistency]¹⁰⁵

10.11 Compensation

10.11.1 Cost recovery for the above access to operational support systems may be addressed by the Commission after the FCC

¹⁰⁰ First Order at 369 and 370.

¹⁰¹ First Order at 375.

¹⁰² First Order at 386, and Third Order at 78. USWC proposed OSS provisions deleted pursuant to Third Order at 82.

¹⁰³ Deleted per Third Order at 82.

¹⁰⁴ First Order at 196.

¹⁰⁵ Deleted per Third Order at 82.

completes its proceeding in CC Docket 97-90. The interim price for operational support systems shall be zero.¹⁰⁶

10.11.2 [Intentionally left blank for numbering consistency]¹⁰⁷

11. RESALE

11.1 Description

11.1.1 USWC shall offer for resale at wholesale rates any telecommunications services that USWC provides at retail to subscribers who are not telecommunication carriers.¹⁰⁸ Services available for resale include residence basic exchange¹⁰⁹, Centrex Plus, operator services, directory assistance, optional calling plans, volume discount plans¹¹⁰, package services¹¹¹, contract services¹¹², business basic exchange, PBX trunks, frame relay service, Integrated Services Digital Network, listings, features, intraLATA toll, AIN services, public access lines, and deregulated services¹¹³.

11.2 Scope

11.2.1 USWC may not restrict resale except as permitted by the FCC's Interconnection Order. AT&T shall not resell residential services to business customers or lifeline services to ineligible end users.¹¹⁴ USWC may not restrict resale of deregulated services that are telecommunications services, but USWC is not required to offer for resale non-

¹⁰⁶ First Order at 220 and 387.

¹⁰⁷ Deleted per Third Order at 82.

¹⁰⁸ First Order at 141 and 150.

¹⁰⁹ First Order at 147.

¹¹⁰ First Order at 144.

¹¹¹ First Order at 147.

¹¹² First Order at 147.

¹¹³ First Order at 150.

¹¹⁴ First Order at 149 -150.

telecommunications services, such as enhanced services like voice mail.¹¹⁵

11.2.2 USWC shall provide to AT&T services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within the same provisioning time intervals that USWC provides these services to others, including end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

11.2.3 **USWC is not required to notify AT&T in advance of its introduction of new services, except through publicly available tariff filings. USWC shall provide AT&T with 45 days advance notice of discontinuance or modifications of features, functions, services, or promotions.**¹¹⁶

11.2.4 **USWC shall not be required to provide AT&T a list of features or functions or services available for resale. AT&T may consult with the USWC retail tariff to determine what retail services and features are available in New Mexico.**¹¹⁷

11.3 Ordering and Maintenance

11.3.1 AT&T, or AT&T'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. AT&T shall make it clear to its end users that they are customers of AT&T for resold services. AT&T's end users contacting USWC will be instructed to contact AT&T; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit USWC from discussing its products and services with AT&T's customers who call USWC for any reason.

11.3.2 AT&T shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to AT&T. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider,

¹¹⁵ First Order at 153; August 1, 1997 Order at 29; Second Order at 23.

¹¹⁶ First Order at 197

¹¹⁷ First Order at 401.

USWC will render its closing bill to end user customer effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to AT&T for that portion of the service provided to AT&T should AT&T's end user customer, a new service provider, or AT&T request service be discontinued to the end user. USWC will notify AT&T by FAX, OSS, or other processes when end user moves to another service provider. USWC will not provide AT&T with the name of the other reseller or service provider selected by the end user. The Parties agree that they will not transfer to each other their respective end user customers whose accounts are in arrears. The Parties further agree that they work cooperatively together to develop the standards and processes applicable to the transfer of such accounts.

11.3.3 AT&T shall provide USWC and USWC shall provide AT&T with points of contact for order entry, problem resolution and repair of the resold services.

11.3.4 Prior to placing orders on behalf of the end user, AT&T shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of AT&T. Such selection may be obtained in the following ways:

11.3.4.1 The end user's written Letter of Authorization or LOA.

11.3.4.2 The end user's electronic authorization by use of an 800 number,

11.3.4.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

11.3.4.4 A prepaid returnable postcard supplied by AT&T which has been signed and returned by end user. AT&T will wait fourteen (14) days after mailing the postcard before placing an order to change.

11.3.5 AT&T shall make POAs available to USWC upon request. Prior to placing orders that will disconnect a line from another reseller's account AT&T is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If AT&T is displaced by another reseller or service provider, AT&T is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of AT&T to act on behalf of the end user, AT&T is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and AT&T's written evidence of its authority, USWC shall honor the

designation of the end user and change the end user back to the previous service provider. If AT&T does not provide the POA within three (3) business days, or if the end user disputes the authority of the POA, then the AT&T must, by the end of the third business day:

- 11.3.5.1 notify USWC to change the end user back to the previous reseller or service provider, and
 - 11.3.5.2 provide any end user information and billing records AT&T has obtained relating to the end user to the previous reseller, and
 - 11.3.5.3 notify the end user and USWC that the change has been made, and
 - 11.3.5.4 remit to USWC a charge of \$100.00 ("slamming charge") as compensation for the change back to the previous reseller or service provider.
- 11.3.6 If an end user customer is switched from AT&T back to USWC and there is a dispute or discrepancy with respect to such change in service provider, AT&T may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to AT&T (or other previous reseller) without imposition of any Customer Transfer Charge.
- 11.3.7 AT&T shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.
- 11.3.8 When end user customers switch from USWC to AT&T, or to AT&T from any other reseller, such customers shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USWC shall take no action to prevent AT&T customers from retaining their current telephone numbers.
- 11.3.9 AT&T and USWC will employ the following procedures for handling misdirected repair calls:
- 11.3.9.1 AT&T and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
 - 11.3.9.2 Customers of AT&T shall be instructed to report all cases of trouble to AT&T. Customers of USWC shall be instructed to report all cases of trouble to USWC.

- 11.3.9.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
- 11.3.9.4 AT&T and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
- 11.3.9.5 Notwithstanding the provisions of Section 11.3.1., USWC will not discuss its products and services with AT&T's customers during the course of repair calls or visits.

11.4 AT&T Responsibilities

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

The information provided pursuant to this Section shall be considered Proprietary Information under Section 27.16 of this Agreement.

11.4.5 In the event USWC terminates the provisioning of any resold services to AT&T for any reason, AT&T shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to AT&T's end user customers. USWC will provide notice to AT&T of USWC's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

11.5 Rates and Charges

11.5.1 **A wholesale discount of 19.28 percent shall apply to USWC's retail services that are provided for resale.**¹¹⁸

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

- establish wholesale discount rates through decisions in arbitration, interconnection and/or resale cost proceedings;
- establish other recurring and nonrecurring rates related to resale, including but not limited to Customer Transfer Charges and Slamming Charges ("Other Resale Charges"); and

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

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

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

11.5.2 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to AT&T for such services will be based

¹¹⁸ First Order at 190.

upon the new Tariff rates less the applicable wholesale discount. The new rate will be effective upon the Tariff effective date.

- 11.5.3 A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to AT&T. Tariffed, non-recurring charges will apply to new installations.
- 11.5.4 A Subscriber Line Charge (SLC) will continue to be paid by AT&T 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. Refer to Appendix A.
- 11.5.5 AT&T will pay to USWC the PIC change charge without discount associated with AT&T end user changes of inter-exchange or intraLATA carriers.
- 11.5.6 AT&T agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A as such may be amended pursuant to Section 11.5.1 above (e.g., continuous redial, last call return, call back calling, call trace, etc.).
- 11.5.7 [Intentionally left blank for numbering consistency.]
- 11.5.8 Nonrecurring charges will not be discounted and will be billed at the applicable Tariff rates.
- 11.5.9 Unless otherwise requested by AT&T to brand and rebrand, as a part of the resold line, USWC provides, at this time, operator services, directory assistance, and IntraLATA long distance with standard USWC branding. **However, at the request of AT&T and where technically feasible, USWC will rebrand or unbrand operator services and directory assistance, provided the costs associated with such rebranding and unbranding are paid by AT&T.**¹¹⁹ If the Parties are unable to resolve the cost of unbranding or rebranding directory services or operator services in negotiations, either Party may bring the issue to the attention of the Commission.

11.6 Collateral and Training

The Parties will jointly develop procedures regarding AT&T's use of USWC's retail product training materials. Except for any rights granted by USWC to AT&T for the use or copying of product training material, product training provided under this Agreement shall be considered "Proprietary Information" as described in this Agreement, and shall be subject to the terms and conditions specified therein.

11.7 Cooperation

¹¹⁹ First Order at 193.

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

11.8 Directory Listings

USWC will accept at no charge one primary listing for each main telephone number belonging to AT&T's end user customer based on end user information provided to USWC by AT&T. USWC will place AT&T's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in Section 9.5, Directory Listings, herein.

11.9 Billing

11.9.1. USWC shall bill AT&T and AT&T is responsible for all applicable charges for the resold services as provided herein. AT&T shall also be responsible for all tariffed charges and charges separately identified in this Agreement associated with services that AT&T resells to an end user under this Agreement.

11.9.2 USWC shall provide AT&T, on a monthly basis, within 7-10 days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples provided to AT&T for AT&T to render end user customer bills indicating all recurring and nonrecurring charges associated with each individual customer's account for the most recent billing period.

11.10 Deposit¹²⁰

11.10.1 USWC may require a suitable deposit to be held by USWC as a guarantee for payment of USWC's charges for companies which cannot demonstrate sufficient financial integrity based on commercially reasonable standards, which may include a

¹²⁰ First Order at 195. The Order permits USWC to include a contract provision indicating that a satisfactory credit history will obviate the need for a deposit. The language in this section accomplishes this result by incorporating language agreed to by AT&T and USWC in Arizona.

satisfactory credit rating as determined by a recognized credit rating agency reasonably acceptable to USWC.

11.10.2 When the service is terminated or when AT&T has established satisfactory credit, if required under the terms of the preceding Section, the amount of the initial or additional deposit, with any interest due, will, at AT&T's option, be either credited to AT&T's account or refunded. Satisfactory credit for AT&T is defined as (a) twelve (12) months positive payment history in another capacity with USWC, such as in the interexchange area; (b) financial standing as outlined in the preceding Section above; (c) posting a bond; or (d) twelve (12) consecutive months' service as a reseller without a termination for nonpayment and with no more than one (1) notification of intent to terminate service for nonpayment. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal prime rate, as published quarterly in the Wall Street Journal .

11.11 Payment

- 11.11.1 Amounts payable under this Resale Section are due and payable within thirty (30) days after the bill date of USWC's invoice. AT&T and USWC further agree that, during said three billing cycle periods, they will cooperate to resolve amounts in dispute or billing processes issues in a timely manner but no later than sixty (60) days after the bill date of USWC's invoice or identification and notice of the billing process issue. AT&T and USWC further agree that, during said three billing cycle period, they will cooperate to resolve amounts in dispute or billing process issues in a timely manner but no later than sixty (60) days after the bill date of USWC's invoice or identification and notice of the billing process issue. Disputed amounts will be paid within thirty (30) days following resolution of the dispute.
- 11.11.2 After the three (3) month period outlined above, AT&T will pay the bill in full within 30 days after the bill date of the invoice. Billing disputes will be processed and jointly resolved. Any disputed amounts that USWC remits to AT&T will be credited on the next billing cycle including an interest credit of 1.5% per month compounded.
- 11.11.3 A late payment charge of 1.5% applies to all billed balances which are not paid by 30 days after the bill date shown on the invoice. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.11.4 USWC may discontinue processing orders for the failure by AT&T to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on AT&T's bill. USWC agrees, however, that the application of this provision will be suspended

for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.

- 11.11.5 USWC may disconnect for the failure by AT&T to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on AT&T's bill. AT&T will pay the tariff charge required to reconnect each end user line disconnected pursuant to this Section. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.11.6 Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
- 11.11.7 The Parties agree that this payment and dispute resolution process is a new procedure and they further agree that this Section 11.11 can be re-opened for negotiation at any time within the first twelve (12) months of this Agreement.
- 11.11.8 USWC shall credit AT&T's account the amount due for any trouble or out-of-service conditions in the same manner that USWC credits the accounts of its own end-user customers and pursuant to any applicable provisions in USWC's tariffs. USWC shall reflect the amount of such credits on an individual customer telephone number basis in the billing information USWC provides AT&T.
- 11.11.9 In the event billing disputes relate to service quality issues, the dispute shall be referred to the USWC account executive assigned to AT&T who will evaluate the facts and circumstances of the service quality issues and will work with AT&T to resolve the dispute.

12. ACCESS TO TELEPHONE NUMBERS

12.1 Number Resources Arrangements.

- 12.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXs, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
- 12.1.2 To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all AT&T requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.

- 12.1.3 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- 12.1.4 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- 12.1.5 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- 12.1.6 Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to AT&T in accordance with national guidelines at no charge.
- 12.1.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

13. DIALING PARITY

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

14. Section left blank for numbering consistency

15. U S WEST DEX ISSUES

15.1 AT&T shall be provided the same amount of page coverage in the Customer Guide Section of the USWC Directory for the listing of AT&T service information on the same terms and conditions applicable to USWC for listing the same information in the Consumer Guide Section. Such access shall provide AT&T customers with reasonable access to AT&T contact and service information, including prices, features, availability and billing contact numbers at a parity with the information provided in the

directory concerning USWC.¹²¹ AT&T shall be charged no more or no less than USWC pays for its consumer guide pages or any comparable pages.¹²²

- 15.2 AT&T shall be provided one white and one yellow page listing at no charge and the right to make enhanced white pages listings available to AT&T and its customers.¹²³**
- 15.3 USWC shall be required to act as AT&T's agent in assisting AT&T's customers in placing yellow pages ads.¹²⁴**
- 15.4 AT&T's customers shall, at a minimum, receive one copy of USWC's white and yellow pages directories at no cost to AT&T and its end-use customer.¹²⁵ AT&T may specify which AT&T customers are eligible to receive how many white/yellow page directories.¹²⁶**
- 15.5 AT&T shall be permitted to place its logo on the cover of the USWC Directory along with the USWC logo.¹²⁷**
- 15.6 AT&T shall receive non-discriminatory treatment in the business processes by which its customers are listed within the directory assistance data base.¹²⁸**
- 15.7 USWC shall make available for review by AT&T USWC's contracts with U S WEST DEX.¹²⁹**

16. ACCESS TO DATABASES

In accordance with Section 271 of the Act, USWC shall provide AT&T with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of AT&T traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be made available to AT&T via a BFR process.

¹²¹ First Order at 337.

¹²² First Order at 343.

¹²³ First Order at 338.

¹²⁴ First Order at 338.

¹²⁵ First Order at 338.

¹²⁶ First Order at 339.

¹²⁷ First Order at 338.

¹²⁸ First Order at 339.

¹²⁹ First Order at 346.

17. NOTICE OF CHANGES

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

18. REFERRAL ANNOUNCEMENT

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

19. COORDINATED REPAIR CALLS

19.1 AT&T and USWC will employ the following procedures for handling misdirected repair calls;

19.1.1 AT&T and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.

19.1.2 Customers of AT&T shall be instructed to report all cases of trouble to AT&T. Customers of USWC shall be instructed to report all cases of trouble to USWC.

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

19.1.4 AT&T and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.

19.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

20. Bona Fide Request Process for Further Unbundling¹³⁰

¹³⁰ First Order at 291. The Order required the use of the AT&T BFR process, which is substantially identical to the process agreed to by USWC and AT&T in Arizona, which has been included in this section.

- 20.1** Any request for interconnection or access to an unbundled Network Element not already available via price lists, tariff, or as described herein shall be treated as a Request under this Section.
- 20.2** USWC shall use the Bona Fide Request (BFR) process, as described in this Section 20, to determine the technical feasibility of the requested interconnection or Network Element(s) and, for those items found to be technically feasible, to provide the terms and timetable for providing the requested items. Additionally, elements, services and functions which are materially or substantially different from those services, elements or functions already provided by USWC to itself, its Affiliates, Customers, or end users may, at the discretion of AT&T, be subject to this BFR process.
- 20.3** A Request shall be submitted in writing and, at a minimum, shall include: (a) a complete and accurate technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (d) the quantity requested; (e) the location(s) requested; and (f) whether AT&T wants the requested item(s) and terms made generally available.
- 20.4** Within forty-eight (48) hours of receipt of a Request, USWC shall acknowledge receipt of the Request and review such request for initial compliance with Subsection 20.3 above. In its acknowledgment, USWC shall advise AT&T of any missing information reasonably necessary to move the Request to the preliminary analysis described in Subsection 20.5 below.
- 20.5** Unless otherwise agreed to by the Parties, within thirty (30) calendar days of its receipt of the Request and all information necessary to process it, USWC shall provide to AT&T a preliminary analysis of the Request. As reasonably requested by AT&T, USWC agrees to provide weekly status updates to AT&T. USWC will notify AT&T if the quote preparation fee, if any, will exceed \$5,000. AT&T will approve the continuation of the development of the quote prior to USWC incurring any reasonable additional expenses. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act.
- 20.5.1** If USWC determines during the thirty (30) day period that a Request is not technically feasible or that the Request otherwise does not qualify as a Network Element or interconnection required to be provided under the Act, USWC shall so advise AT&T as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its conclusion in no case later than ten (10) calendar days after making such determination.
- 20.5.2** If USWC determines during the thirty (30) day period that the Request is technically feasible and otherwise qualifies under the

Act, it shall notify AT&T in writing of such determination in no case later than ten (10) calendar days after making such determination.

20.5.3 Unless otherwise agreed to by the Parties, as soon as feasible, but no more than ninety (90) calendar days after USWC notifies AT&T that the Request is technically feasible, USWC shall provide to AT&T a Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals (both initial and subsequent), the impact on shared systems software interfaces, the ordering process changes, the functionality specifications, any interface specifications, and either:

- (a) the applicable rates (recurring and nonrecurring), including the amortized development costs, as appropriate pursuant to Section 20.5.4 below, of the interconnection or Network Element; or
- (b) the payment for development costs, as appropriate per Section 20.5.4, of the interconnection or Network Element and the applicable rates (recurring and nonrecurring), excluding the development costs.

20.5.4 The choice of using either option (a) or (b) above shall be at USWC's sole discretion. A payment for development cost, however, is appropriate only where AT&T is the only conceivable user of the functionality (including consideration of USWC as a potential user) or where the requested quantity is insufficient to provide amortization.

20.6 If USWC has used option (a) above in its Request quote, then, within thirty (30) days of its receipt of the Request quote, AT&T must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Request, or seek remedy under the Dispute Resolution Section of this Agreement.

20.7 If USWC has used option (b) above in its Request quote, then, within thirty (30) days of its receipt of the Request quote, AT&T must either agree to pay the development costs of the interconnection or Network Element, cancel its Request, or seek remedy under the Dispute Resolution Section of this Agreement.

20.8 If USWC has used option (b) in its Request quote and AT&T has accepted the quote, AT&T may cancel the Request at any time, but will pay USWC's reasonable development costs of the interconnection or Network Element up to the date of cancellation.

20.9 USWC will use reasonable efforts to determine the technical feasibility and conformance with the Act of the Request within the first thirty-two (32) days of receiving the Request. In the event USWC has used option (b) above in

its Request quote and USWC later determines that the interconnection or Network Element requested in the Request is not technically feasible or otherwise does not qualify under the Act, USWC shall notify AT&T within ten (10) business days of making such determination and AT&T shall not owe any compensation to USWC in connection with the Request. Any quotation preparation fees or development costs paid by AT&T to the time of such notification shall be refunded by USWC.

- 20.10** To the extent possible, USWC will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR.¹³¹ In the event AT&T has submitted a BFR and USWC determines in accordance with the provisions of this Section 20 that the Request is technically feasible, the Parties agree that AT&T's subsequent request or order for the identical type of Interconnection or Network Element shall not be subject to the BFR process. To the extent USWC has deployed an identical Network Element under a previous BFR, a subsequent BFR is not required. For purposes of this Section 20.10, an "identical" request shall be one that is materially identical to a previous request with respect to the information provided pursuant to Subsections (a) through (e) of Section 20.3 above.
- 20.11** In the event of a dispute under this Section 20, the Parties agree to seek expedited Commission resolution of the dispute, to be completed within twenty (20) days of USWC's response denying AT&T's BFR, and in no event more than thirty (30) days after the filing of AT&T's petition. Alternatively, the Parties may mutually agree to resolve any disputes under this Section through the dispute resolution process pursuant to Section 27 of this Agreement.
- 20.12** All time intervals within which a response is required from one Party to another under this Section 20 are maximum time intervals. The Parties agree that they will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

21. AUDIT PROCESS

- 21.1** "Audit" shall mean the comprehensive review of:
- 21.1.1** Data used in the billing process for services performed and facilities provided under this Agreement; and
 - 21.1.2** Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

¹³¹ First Order at 290.

21.2 The data referred to in Subsection 21.1.2, above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

21.2.1 Either Party may request to perform an Audit.

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

21.2.3 The Audit shall occur during normal business hours.

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

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

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

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

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

21.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

21.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

21.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

21.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure

agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, AT&T and USWC will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

22. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

22.1 The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.

22.2 AT&T and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of request by either Party following the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectibles so that the originating Party does not have any responsibility for uncollectibles.

22.3 Until such time that such an agreement is executed, AT&T may choose to block such calls, or AT&T will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

22.3.1 Usage Sensitive Compensation.

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

22.3.2 Billing and Collection Compensation.

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

23. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

23.1 There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed

between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

- 23.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- 23.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 23.4 Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of request by either Party following the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 23.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

24. CONSTRUCTION CHARGES

- 24.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where USWC is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when USWC determines that the placement of facilities will be temporary, or facilities are ordered in advance of actual AT&T demand for service.
- 24.2 When facilities for interconnection services are not available and USWC is required to construct said facilities, USWC will develop the cost required to be paid by AT&T to provide the service.
- 24.3 Except where required, all necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
- 24.4 A quote for the AT&T portion of a specific job will be provided to AT&T. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, AT&T will be billed the quoted price and construction will commence after receipt of payment. If AT&T chooses not to have USWC

construct the facilities, USWC reserves the right to bill AT&T for the expense incurred for producing the engineered job design.

- 24.5 In the event a construction charge is applicable, AT&T service application date will become the date upon which USWC receives the required payment.
- 24.6 **USWC shall not be required to construct loop facilities requested by AT&T which are not currently in place unless USWC determines that construction and installation of such facilities is feasible and AT&T agrees to reimburse USWC up front and in full for USWC's costs.**¹³²
- 24.7 **If construction occurs in an area not currently served or an area with limited existing facilities, AT&T shall only have to pay the incremental costs that are not already recovered through the unbundled network element charges that it will be paying.**¹³³
- 24.8 **If AT&T pays for special construction, and subsequently the customer returns to USWC, rather than go to another CLEC, AT&T shall receive a rebate from USWC that reflects the net present value of the asset for which AT&T has paid.**¹³⁴
- 24.9 **For resold services, USWC shall not charge construction fees to AT&T for resold services in excess of USWC's retail tariff construction charges.**¹³⁵
- 24.10 **USWC may charge AT&T for costs to construct facilities for interconnection, collocation, and access to unbundled network elements through up-front, non-recurring charges.**¹³⁶

25. SERVICE STANDARDS

- 25.1 General. USWC shall provide services to AT&T under this Agreement in conformity with the performance standards specified in this Agreement, subject to this Section 25, and in conformity with applicable law.
- 25.2 Interconnection. With respect to any performance standard specified in this Agreement, USWC will provide interconnection to AT&T with at least the level of service quality or performance of obligations under this Agreement as USWC provides **itself**¹³⁷ or any other Person. AT&T acknowledges that certain provisions

¹³² First Order at 215.

¹³³ First Order at 216.

¹³⁴ First Order at 217.

¹³⁵ First Order at 152.

¹³⁶ First Order at 260, and Third Order at 89.

¹³⁷ Fourth Order at 6.

contained in this Agreement may conflict with this standard. If AT&T requests a particular level of quality for interconnection set forth herein, but USWC demonstrates that it does not provide that level of quality to **Itself**¹³⁸, USWC shall only be required to provide AT&T that level of quality that USWC provides to **Itself**.¹³⁹

25.3 Network Elements.

25.3.1 USWC shall provide nondiscriminatory access to the network elements specified in this Agreement at any technically feasible point that is equal in quality to the access which USWC provides to **Itself**¹⁴⁰ or any other Person and that is on rates, terms and conditions that are just, reasonable and nondiscriminatory. AT&T acknowledges that certain provisions contained in this Agreement may conflict with this standard.

25.3.2 For purposes of this Agreement, “rates, terms and conditions that are just, reasonable and nondiscriminatory” shall mean that (i) such terms and conditions are equal in quality to the terms and conditions that USWC provides to **Itself**¹⁴¹ or any other Person, or, (ii) where it is technically infeasible to provide such terms and conditions to AT&T, such terms and conditions are offered equally to all requesting carriers.

25.3.3 For purposes of this Agreement, “equal in quality” shall mean, among other things, equal to the timeliness, responsiveness, accuracy and integrity of the provisioning of or access to the Network Element USWC provides Itself and equal in the quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that USWC provides to Itself. USWC shall provide access and unbundled elements that are at least equal in quality to what USWC provides Itself, allowing for an exception to this requirement only where it is technically infeasible to meet. USWC must prove to the Commission that it is technically infeasible to provide access to unbundled elements, or the unbundled elements themselves, at the same level of quality that USWC provides to Itself.¹⁴²

25.3.4 If AT&T requests a particular level of access that is set forth herein, but USWC demonstrates that it does not provide that particular level of

¹³⁸ Fourth Order at 6.

¹³⁹ Pursuant to the Eighth Circuit Decision, the Parties agree to this language and Fourth Order at 6.

¹⁴⁰ Fourth Order at 6.

¹⁴¹ Fourth Order at 6.

¹⁴² Third Order at 49 and 50 and Fourth Order at 6.

access to **Itself**¹⁴³ or that such access is technically infeasible, USWC shall not be required to provide that level of access to network elements,¹⁴⁴ but rather the level of access USWC provides **Itself**¹⁴⁵ (if technically feasible) or the level of access equal to that provided to all other competing carriers.

25.4 Technical Feasibility. The Parties recognize that providing a number of the services specified in this Agreement depend upon the “technical feasibility” of providing that service, as that term is defined under the Act and/or by FCC or Commission rules and decisions. If the Parties cannot agree on whether providing a service is technically feasible, the matter, including cost and expenses (if any), shall be resolved through good faith negotiation or the dispute resolution process outlined in this Agreement.

25.5 Equipment.

25.5.1 USWC agrees that in no event shall it intentionally allow any Network Component provided by USWC to AT&T under this Agreement to perform below the standards or deviations therefrom reflected in Section 25.5.1. USWC shall minimize any degradation to its equipment relative to currently applicable service, where reasonable in view of industry adopted performance standards and technological developments. Written notice (the “Change Notice”) of any planned changes in standards for any Network Component which could impact that Network Component will be provided at least ninety (90) days (or at the make/buy point) prior to the planned implementation. If AT&T notifies USWC of how the proposed change may adversely impact AT&T or its Customers within fourteen (14) calendar days after receipt of USWC’s Change Notice, USWC and AT&T will schedule joint discussions to address and attempt to resolve the matter, including without limitation consideration of proposed alternatives. In addition, if USWC learns that any Network Component purchased by AT&T under this Agreement has been permitted (even if not intentionally) to fall materially below the level or specification in effect as of the Effective Date, USWC shall inform AT&T immediately.

25.6 Services and Processes. **The Parties recognize that services and processes to be provided or followed by USWC may deviate from those desired by AT&T or otherwise outlined in this Agreement. Due to the manner in which USWC has chosen to adopt its own processes or implement industry standards into the design of its services or support functions, some of the services or support functions deployed within USWC may not adhere to all the specifications set forth and described in this Agreement. Within ninety (90) days after a request by either Party, the**

¹⁴³ Fourth Order at 6.

¹⁴⁴ Pursuant to the Eighth Circuit Decision, the Parties agree to this language.

¹⁴⁵ Fourth Order at 6.

Parties will develop processes by which USWC will inform AT&T of the standards known by USWC to differ from standards referenced in this Agreement for services or support functions actually provided to AT&T. In addition, the Parties agree that such deviations documented by USWC pursuant to such process shall, to the extent permitted by FCC and Commission rules and regulations, supersede sections of this Agreement referencing such standards, services, or functions.¹⁴⁶

25.7 USWC and AT&T agree to amend all relevant portions of this Agreement, to incorporate any performance standards and reporting measures to which the Parties may mutually agree. In the event the Parties do not reach agreement as to specific performance standards and reporting measures, USWC will provide to AT&T performance standard reports that USWC prepares for itself¹⁴⁷ or can reasonably develop.¹⁴⁸ Either Party may resolve specific disputes regarding performance standards and reporting measures in accordance with the dispute resolution process contained herein. However, AT&T is not entitled to demand in the name of parity service levels at any predetermined level, nor will any performance penalties or credits be included in this Agreement except as the Parties may otherwise agree.

25.8 [Intentionally left blank for numbering consistency.]¹⁴⁹

25.9 Application. These provisions in Section 25 shall apply to each and every provision in this Agreement. Failure to specifically refer to these provisions shall not be construed to mean these provisions do not apply. The provisions of this Section 25 are applicable for the entire Agreement and takes precedence over any other conflicting section. The absence of specific references to this Section 25 in potentially conflicting sections is not to be construed to mean that this Section does not apply. Resolution of disputes under this provision shall be resolved by the Commission or through the dispute resolution process of Section 27.18 of this Agreement.

26. IMPLEMENTATION SCHEDULE

26.1 Within 6 months from the date of final approval of this Agreement, the Parties agree to make a good faith effort to complete each of the following interconnection arrangements:

26.1.1 Two-way trunk groups, as listed in Section 6.7.3 herein, necessary for the mutual exchange of traffic.

¹⁴⁶ Third Order at 103.

¹⁴⁷ Fourth Order at 6.

¹⁴⁸ Pursuant to the Eighth Circuit Decision, the Parties agree to delete the following: "AT&T may request any additional reports, provided that it pays U S WEST's efficient incremental costs for providing these additional reports."

¹⁴⁹ Deleted pursuant to Third Order at 106.

- 26.1.2 E-911 Trunking and database access.
- 26.1.3 SS7 Interconnection and Certification.
- 26.1.4 Directory Listings Arrangements and Directory Assistance Interconnection.
- 26.1.5 Access to Unbundled Loops in at least one wire center.
- 26.1.6 Completion of Physical Collocation arrangements in at least one USWC wire center.
- 26.1.7 Completion of inter-carrier billing arrangements necessary for the joint provision of switched access services and for reciprocal traffic exchange.

27. MISCELLANEOUS TERMS

27.1 General Provisions

- 27.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule.
- 27.1.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 27.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
- 27.1.4 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.
- 27.1.5 The parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

27.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, and shall continue for a period of 2 years, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than 1 1/2 years after this Agreement becomes effective.

27.3 Most Favored Nation Terms and Treatment

The parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

27.4 Letter of Authorization

Where so indicated in specific sections of this Agreement, AT&T is responsible to have a Letter of Authorization. AT&T is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with USWC, the provision of service by AT&T, and the provision of Unbundled Loops and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of AT&T to act on behalf of the end user, AT&T is responsible for providing written evidence of its authority to USWC.

27.5 Payment

27.5.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.

27.5.2 Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

27.5.3 Should AT&T dispute any portion of the monthly billing under this Agreement, AT&T will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. AT&T shall pay all amounts due. Both AT&T and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in AT&T's favor, USWC will reimburse AT&T the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.

- 27.5.4 If AT&T is repeatedly delinquent in making its payments, USWC may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to USWC in its sole discretion, or some other form of mutually acceptable security.
- 27.5.5 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or tariffs. Cash deposits and accrued interest will be credited to AT&T's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by AT&T. The fact that a deposit has been made does not relieve AT&T from any requirements of this Agreement.

27.6 Taxes

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

27.7 Force Majeure

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

27.8 Limitation of Liability

- 27.8.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or

the conduct of its agents or contractors in performing the obligations contained in this Agreement.

- 27.8.2 Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
- 27.8.3 Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
- 27.8.4 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

27.9 Indemnity

- 27.9.1 With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.
- 27.9.2 The indemnification provided herein shall be conditioned upon:
 - 27.9.2.1 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.
 - 27.9.2.2 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.

27.9.2.3 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.

27.10 Intellectual Property

- 27.10.1 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.
- 27.10.2 **It is the responsibility of USWC to negotiate with third parties on behalf of AT&T and obtain any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable AT&T to use facilities or equipment (including software), or to receive any service, or to perform its respective obligations under this Agreement. The right to use third party intellectual property shall be provided to AT&T to the extent that right is granted by the third party. If USWC incurs transaction costs in obtaining these rights, AT&T shall provide compensation for such costs.**¹⁵⁰
- 27.10.3 AT&T shall not, without the express written permission of USWC, state or imply that; 1) AT&T is connected, or in any way affiliated with USWC or its affiliates, 2) AT&T is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying AT&T and its goods and services, or 4) with respect to AT&T advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this Section shall prevent AT&T from truthfully describing the network elements it uses to provide service to its customers.
- 27.10.4 USWC shall not, without the express written permission of AT&T, state imply that; 1) USWC is connected, or in any way affiliated with AT&T or its affiliates, 2) USWC is part of a joint business association or any similar arrangement with AT&T or its affiliates, 3) AT&T and its affiliates are in any way sponsoring, endorsing or certifying USWC and its goods and services, or 4) with respect to USWC advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from AT&T or any of its affiliates. Nothing in this Section shall prevent USWC from truthfully

¹⁵⁰ February 17, 1998 Order at Pg. 12 & 13.

describing the network elements it uses to provide service to its customers.

27.10.5 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 right of the other Party or its affiliates without execution of a separate agreement between the Parties.

27.10.6 Notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, AT&T may use the phrase "AT&T is a reseller of USWC Communications services" (the "Authorized Phrase") in AT&T's printed materials provided:

27.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by AT&T.

27.10.6.2 AT&T's use of the Authorized Phrase does not, in USWC's sole discretion, cause customers to believe that AT&T is USWC.

27.10.6.3 The Authorized Phrase, when displayed, appears only in text form (AT&T may not use the USWC 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 AT&T's name and in no event shall exceed 8 point size.

27.10.6.4 AT&T shall provide all printed materials to USWC for its prior written approval.

27.10.6.5 If USWC determines that AT&T's use of the Authorized Phrase causes customer confusion, USWC may in its reasonable discretion, immediately terminate AT&T's right to use the Authorized Phrase.

27.10.6.6 Upon termination of AT&T'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 AT&T shall immediately cease any and all such use of the Authorized Phrase. AT&T shall either promptly return to USWC or destroy all materials in its possession or control displaying the Authorized Phrase.

27.10.7 AT&T acknowledges the value of the marks "U S WEST" and "USWC Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to

U S WEST, Inc. and USWC respectively (the "Owners"). AT&T recognizes that nothing contained in this Agreement is intended as an assignment or grant to AT&T 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. AT&T will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. AT&T will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

27.10.8 USWC acknowledges the value of the marks "AT&T" and "AT&T Corp." (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to AT&T Corp. (the "Owner"). USWC recognizes that nothing contained in this Agreement is intended as an assignment or grant to USWC 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. USWC will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. USWC will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

27.11 Warranties

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

27.12 Assignment

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

generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

27.13 Default

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

27.14 Disclaimer of Agency

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

27.15 Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

27.16 Nondisclosure¹⁵¹

27.16.1 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 customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii)

¹⁵¹ First Order at 196.

communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

27.16.2 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.

27.16.3 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.

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

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

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

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

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

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

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

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

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

27.17 Survival

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

27.18 Dispute Resolution¹⁵²

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it may be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof and shall be noticed to the Commission. The arbitrator shall determine which Party or Parties will bear the costs of arbitration, including apportionment, if appropriate. The laws of New Mexico shall govern the construction and interpretation of this Agreement, and the arbitration shall occur in Denver, Colorado.

In the event AT&T and USWC are unable to agree on certain issues during the term of the Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

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

¹⁵² First Order at 199. The first two paragraphs of this Section are consistent with the Order, and reflect language agreed to between AT&T and USWC in Arizona.

action accrues. A cause of action accrues when the Party against whom enforcement of this provision is sought either knew or should have known that the cause of action arose.

27.19 Controlling Law

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

27.20 Joint Work Product

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

27.21 Responsibility for Environmental Contamination

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

27.22 Notices

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

U S WEST
Director Interconnection Compliance
1801 California Street, 2410 Floor
Denver, CO 80202

Copy to:

U S WEST Law Department
Attention: General Counsel Interconnection
1801 California Street, 51st floor
Denver, CO 80202

AT&T
Vice President, Local Services

AT&T Corp.
1875 Lawrence Street
Denver, CO 80202

Copy to:

General Counsel
AT&T Corp.
1875 Lawrence Street
Denver, CO 80202

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

27.23 Responsibility of Each Party

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

27.24 No Third Party Beneficiaries

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

27.25 Referenced Documents

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T practice, USWC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each

document incorporated by reference in such a technical reference, technical publication, AT&T practice, USWC practice, or publication of industry standards (unless AT&T elects otherwise). Should there be any inconsistency between or among publications or standards, AT&T shall elect which requirement shall apply.

27.26 Publicity and Advertising

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

27.27 Amendment

AT&T and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

27.28 Executed in Counterparts

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

27.29 Headings of No Force or Effect

The headings of Articles and 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.

27.30 Cancellation Charges

Except as provided pursuant to a BFR, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

27.31 Regulatory Approval

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

27.32 Compliance

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

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

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party’s sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

27.34 Entire Agreement

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

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

AT&T Communications of the Mountain States, Inc.

U S WEST Communications, Inc.

Signature

*Signature

Name Printed/Typed

Elizabeth J. Stamp

Name Printed/Typed

Title

Director - Interconnect

Title

Date

Date

*Signed as ordered by the arbitrator/commission in Docket No. 96-411-TC. Signature does not indicate agreement with all aspects of the arbitrator's decision, nor does it waive any of U S WEST's right to seek judicial review of all or part of the agreement, or to reform the agreement as the result of successful judicial review.

APPENDIX B

SPOT FRAME

This is a parked issue

The Parties acknowledge that based upon the Commission's decisions to date there is currently no process or mechanism to provide for combination of unbundled Network Elements. Until such time as this parked issue is resolved by the Commission, AT&T agrees that it will not order combinations of unbundled Network Elements.

[USWC proposed]¹⁵³

CLEC COMBINATION OF UNBUNDLED NETWORK ELEMENTS¹⁵⁴

1. SPOT Frame - - General Description

This section describes how USWC will provide AT&T with access to unbundled Network Elements. AT&T may combine these unbundled Network Elements. This section sets forth the procedures whereby AT&T may obtain access to the USWC Central Office(s) for the combination of unbundled Network Elements. It also describes the SPOT frame as the demarcation device at which AT&T gains access to unbundled Network Elements purchased from USWC, and the procedures by which AT&T will request the use of the SPOT frame.

1.1 Definition

The Single Point of Termination (SPOT) frame shall be located in the USWC Central Office and shall be used by AT&T to make cross-connections between unbundled Network Elements and/or AT&T collocated equipment. The SPOT frame provides terminations for unbundled Network Elements as well as any AT&T facilities, provided through collocation arrangements. USWC will extend unbundled Network Elements to the SPOT frame through the use of AT&T-requested and USWC-provided tie cables. Tie cables between the SPOT frame and AT&T's equipment shall be provided as a part of AT&T's collocation arrangement. Tie cables are available for DS0, DS1, DS3 and optical capacities and extend from the applicable USWC frame to the SPOT frame, or from AT&T's collocated space to the SPOT frame.

1.2 AT&T may use a SPOT frame to combine unbundled Network

¹⁵³ The Parties agree that the method by which unbundled network elements may be combined by AT&T is a "Parked" issue, and will be resolved in accordance with the final, non-appealable court or Commission decision. The resulting amendment/restated Agreement shall be submitted to the Commission within 45 days of request by either Party following the issuance of such decision.

¹⁵⁴ August 1, 1997 Order on Motion for Rehearing, 43.

Elements in Central Offices where AT&T has obtained Collocation for the placement of AT&T equipment. Alternatively, AT&T may combine unbundled Network Elements within its collocated space.

1.3 USWC will provide AT&T with 24 hour access to the Central Office for the purpose of running jumpers on the SPOT frame. Such access will be in accordance with the terms and conditions applicable to physical collocation, in accordance with Section 7.3 of this Agreement. This access, including picture identification cards, access cards and/or keys, or other procedures, will be equal to the access USWC provides to itself for similar purposes.

1.4 AT&T may run jumpers on the SPOT frame to make connections in three basic types of configurations:

- USWC unbundled Network Elements to USWC unbundled Network Elements;
- USWC unbundled Network Elements to AT&T's equipment;
- AT&T's equipment to another CLEC's equipment.

1.5 The SPOT frame shall be the standard demarcation point between AT&T and USWC-owned network facilities and equipment as well as the demarcation between unbundled Network Elements. This demarcation point will be used as the designated test point for AT&T and USWC.

1.6 Dedicated SPOT Frame

Upon AT&T's request, USWC shall make available a "dedicated" SPOT frame for AT&T's sole use where existing USWC frame capacity will allow for such a dedicated SPOT frame.

1.6.1 Except as set forth below, the dedicated SPOT frame and associated tie cables will not be made available for use by any other CLEC without the express written consent of AT&T.

1.6.2 AT&T shall order the dedicated SPOT frame and associated tie cables through the procedures outlined in Section 7.5 of this Agreement (collocation ordering procedures).

1.6.3 Upon request, USWC will provide security doors for the maintenance and security of AT&T's dedicated SPOT frame. When such doors are requested and installed, USWC and AT&T shall have sole access to the dedicated portions of the SPOT frame.

1.6.4 AT&T shall be responsible for tie cable administration.

1.7 Shared SPOT Frame

USWC shall make available to any requesting CLEC a "shared" SPOT frame that may be used by multiple CLECs.

1.7.1 AT&T shall order the shared SPOT frame through the procedures outlined in Section 7.5 of this Agreement (collocation ordering procedures). Costs of the shared SPOT frame shall be set forth in Appendix A of this Agreement.

2. All USWC terminations on the SPOT frame will be given a frame address. USWC will establish and maintain frame address records for AT&T's terminations. USWC will provide the Point of Interface (POI) frame address to AT&T for each USWC unbundled Network Element ordered. USWC will maintain assignment records of such USWC unbundled Network Elements (loop, local switching, etc.) and terminations (tie cable) on the SPOT frame.
3. AT&T will maintain assignment records for the terminations of AT&T's equipment on the SPOT frame. AT&T will maintain the assignment records for those frame addresses involved in connecting AT&T's equipment to USWC unbundled Network Elements and the USWC unbundled Network Elements connected to other USWC unbundled Network Elements.

4 Charges

¹⁵⁵If USWC can show that the SPOT frames are being provided in a nondiscriminatory manner, that no more efficient option exists for the running of jumpers in the Central Office, USWC shall be entitled to recover its costs from the facility based Co-Provider. USWC must provide AT&T access to its office so that AT&T can verify USWC's claim that it is using similar frames.

If AT&T has requested a SPOT frame for the bundling of unbundled network elements, USWC may recover the costs of the SPOT frame from AT&T.

The two categories of charges for a SPOT frame are associated with the SPOT frame and tie pairs. Additional charges associated with the preparation of space may also apply.

4.1 SPOT Frame Charges.

AT&T shall pay both non-recurring and recurring charges associated with the shared SPOT frame. Charges for the dedicated SPOT frame will be developed on an Individual Case Basis, in response to the

¹⁵⁵ Third Order at 161 & 162 and Fourth Order at 8.

specific SPOT frame capacity and options requested by AT&T, such as dedicated SPOT frame security door(s).

4.2 Tie Cable Charges.

AT&T shall pay both non-recurring and recurring charges associated with the tie cable arrangements ordered by AT&T.

4.2.1 SPOT Frame Terminations

This element includes the tie cables, associated cable racking and terminating blocks placed between AT&T's collocated equipment and the vertical side of the SPOT Frame.

4.2.2 EICT

This element includes the tie cables, associated racking and terminating blocks placed between horizontal side of the SPOT Frame and USWC Unbundled Network Elements.

4.2.3 Regeneration charges shall apply when the tie cable connections are of such a distance as to require a form of conditioning or regeneration to maintain the required signal level.

4.2.4 Dedicated tie cables shall be billed as construction charges. These tie cables are dedicated for AT&T's sole use from the SPOT Frame to the point where the USWC UNE may be accessed, such as the COSMIC Frame or the DSX.

4.3 To the extent that AT&T's use of the SPOT frame results in USWC incurring building or frame additions other than the SPOT frame, construction charges will apply as detailed in Section 24 of this Agreement, Construction Charges.

5. AT&T will be required to make the jumper wire connection between frame addresses on the SPOT frame to complete AT&T's circuit.

6. **Ordering**

6.1 SPOT frames shall be ordered in accordance with Section 7.5 of this Agreement.

6.2 As part of the ordering process, AT&T will provide at a minimum a one-year forecast for each wire center in which it intends to utilize the SPOT frame. Included in this forecast will be the termination type (DS0, DS1, DS3, optical) and the quantity of each termination required, and the quantity of each type of unbundled Network Elements (e.g., unbundled loops, unbundled line-side ports, unbundled trunk-side ports) that will be terminated on the SPOT frame. SPOT frame terminations must be ordered in multiples of the following quantities based upon a per USWC frame

basis:

100 DSO terminations

28 DS1 terminations (2-28 pair cables)

1 DS3 termination (2 coax cables)

1 Optical termination (fiber pair)

6.3 Upon AT&T's request for a dedicated SPOT frame, AT&T and USWC shall hold a joint planning meeting at which AT&T will identify the quantity of tie pairs to each USWC central office frame to which AT&T requires dedicated tie cables.

6.4 AT&T shall order subsequent tie cable capacity in the same manner as the initial tie cable capacity.

6.5 The ordering of unbundled Network Elements shall be in accordance with Section 8 of this Agreement.

**Amendment No. 1 to the Interconnection Agreement
Between
AT&T Communications Of The Mountain States, Inc.
and
Qwest Corporation
(formerly doing business as U S WEST Communications, Inc.)**

This Amendment No. 1 ("Amendment") is made and entered into by and between AT&T Communications of the Mountain States, Inc. ("AT&T") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, AT&T and Qwest entered into an Interconnection Agreement for service in the state of New Mexico that was approved by the New Mexico Public Regulation Commission on April 2, 1999 (the "Agreement"); and

WHEREAS, AT&T and Qwest desire to amend the Agreement under terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

4. No Waiver.

The Parties understand that the provisioning of Local Number Portability Managed Cuts may be considered as part of an ongoing inquiry into Qwest's applications to provide in-region interLATA service pursuant to Section 271 of the Telecommunications Act of 1996 (the "Act"), may be measured as part of an ancillary inquiry into performance measurement before the Qwest Regional Oversight Committee ("ROC") and will be a topic of discussion in renegotiations and, if necessary, arbitration of interconnection agreements pursuant to Section 252 of the Act. All Parties enter into this Amendment without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Amendment under the Agreement, the Act, FCC or state commission rules, ROC determinations or recommendations or any applicable law.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**AT&T COMMUNICATIONS
OF THE MOUNTAIN STATES, INC.**

QWEST CORPORATION

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Signed 10/19/2000

signed 10/19/2000

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits AT&T to select a coordinated cut for Local Number Portability (“LNP”). The request is offered on a 24 x 7 basis.
 - 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and AT&T. All requests will be processed on a first come, first served basis and are subject to Qwest’s ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Providers requesting the same Frame Due Time (FDT) in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with AT&T for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and AT&T for the FDT. In special cases where a FDT must be negotiated, this interval to negotiate the FDT will not exceed two (2) days due to a Qwest error. In addition, standard intervals will apply.
 - 1.2 AT&T shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
 - 1.3 AT&T will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
 - 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments. Such charges are set forth in Section 1.7 below. AT&T understands and agrees that in the event AT&T does not make payment for Managed Cuts, unless disputed as permitted under the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.
 - 1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by AT&T. AT&T will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, AT&T shall be charged a three hour minimum charge per each additional non-scheduled employee as set forth in Section 1.7 below. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, AT&T will be charged a one person 3 hour minimum charge as set forth in Section 1.7 below. If the cut is cancelled or a new due date is requested by Qwest due to a Qwest error, within 24 hours of the negotiated FDT, Qwest will be charged by AT&T a one

person 3 hour minimum charge as set forth in Section 1.7 below. This AT&T charge will be replaced by any service performance plan related to LNP Managed Cuts, if any, adopted by the Regional Oversight Committee and approved by the Commission.

1.6 Qwest will negotiate with AT&T for LNP Managed Cuts or a similar service offered by AT&T.

1.7 Qwest will provide Managed Cuts at the following interim rates:

Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person

1.8 In the event that the managed LNP conversion is not successful, AT&T and Qwest agree to isolate and fix the problem in a timeframe acceptable to AT&T or the customer. If the problem cannot be corrected within a timeframe acceptable to AT&T or the customer, AT&T may request the restoral of Qwest service for the customer. Such restoration shall begin immediately upon request. If AT&T is in error then a supp will be provided to Qwest. If Qwest is in error no supp or additional order will be required of AT&T.

1.9 Specific details regarding the ordering of LNP service is contained in the LNP Section of the Interconnect & Resale Resource Guide or this Agreement.

**Amendment Number 2 to the Interconnection Agreement
Between
AT&T Communications Of The Mountain States, Inc.
and
Qwest Corporation
New Mexico**

This Amendment ("Amendment") is made and entered into by and between AT&T Communications of the Mountain States, Inc. ("CLEC") and Qwest Corporation ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (the "Agreement") for service in the state of New Mexico that was approved by the New Mexico State Corporation Commission ("Commission"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement under terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add the terms and conditions to enable CLEC to receive blocking reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest end office switches for Interconnection Trunk Reports as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**AT&T COMMUNICATIONS
OF THE MOUNTAIN STATES, INC.**

Authorized Signature

Name Printed/Typed

Title

Date
Signed 7/16/2001

QWEST CORPORATION

Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date
signed 7/20/2001

ATTACHMENT 1

BLOCKING REPORTS

Qwest shall provide to CLEC monthly reports on all interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest end office switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.