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IDAHO PUBLIC
UTILITIES COMMISSION

6 December 2006

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
P O Box 83720
Boise ID 83720-0074

Via HAND DELIVERY

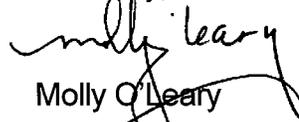
RE: **Case No. QWE-T-06-17**

Dear Ms. Jewell:

Enclosed please find an original and seven (7) copies of **AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.'S RESPONSE TO COMMISSION ORDER 30195.**

I have also enclosed an extra copy of each of the foregoing pleadings to be service-dated and returned to us for our files. Thank you.

Sincerely,


Molly O'Leary

encl.

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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

Complainant,)

v.)

QWEST CORPORATION,)

Respondent.)

Case No. QWE-T-06-17

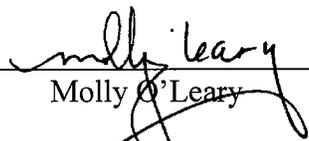
AT&T'S RESPONSE TO
COMMISSION ORDER NO. 30195

COMES NOW, AT&T Communications of the Mountain States, Inc. ("AT&T") and files its Response to the Idaho Public Utilities Commission ("Commission") Order No. 30195.

AT&T respectfully submits a complete copy of the AT&T - Qwest Corporation Interconnection Agreement, along with a copy of the Commission's Order No. 27738, dated September, 1998, approving the same.

DATED this 6th day of December, 2006.

RICHARDSON & O'LEARY, P.L.L.C.

By  _____
Molly O'Leary

Attorneys for AT&T COMMUNICATIONS OF
THE MOUNTAIN STATES, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of December, 2006 a true and correct copy of the within and foregoing AT&T'S RESPONSE TO COMMISSION ORDER 30195 was filed with the Idaho Public Utilities Commission and parties as indicated below:

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
P O Box 83720
Boise ID 83720-0074

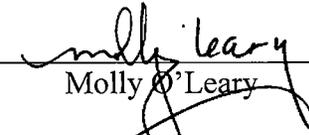
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Molly O'Leary

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COMPLAINANT'S EXHIBIT 1

AT&T – Qwest Interconnection Agreement



FIELD COMMUNICATIONS & ADVOCACY SUPPORT

1D440

FCAS HOME

ADMIN

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HELP

INFOCENTER

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INTRASEARCH

DIRECTORIES

L&GA HOME

GO BACK

SAVE THIS SEARCH

VIEW SAVED SEARCHES

MAKE CD

INTERCONNECTION AGREEMENTS

Searched For: Types: Archived Companies: CLEC: AT&T (pre-merger), CLEC: TCG States: ID

Results 1 - 5 of 5 agreements

Agreement	State	Company	Type	Dates	Description
WR0005	AZ CO IA ID MN MT ND NE NM OR SD UT WA WY	ILEC-RBOC: Qwest Corporation CLEC: AT&T (pre-merger) CLEC: TCG	Negotiated	Signed: 2/1/2005	Commercial Agreement - Qwest/AT&T and TCG. QPP Master Services Agreement effective in the states of - AZ, CO, IA, ID, MN, MT, NE, ND, NM, OR, SD, UT, WA, WY. Addendum for the State of MN - 2/8/06.
VZ0318	CA CT DC DE FL ID IL IN MA MD ME MI NC NH NJ NY OH OR PA RI SC TX UT VA VT WA WI WY	ILEC-RBOC: Verizon CLEC: AT&T (pre-merger) CLEC: TCG	Negotiated	Signed: 9/1/2005	Commercial Agreement - Verizon/AT&T and TCG. This Commercial Agreement is confidential and proprietary. Need for this document should be addressed with Rich Pappalardo (973 326-2895) or Peggy Nelson (847 242-9374). Commercial Agreement Amendment No. 1 applicable to all VZ-ATT-TCG Interconnection Agreements - 9/1/2005.
ID0023	ID	ILEC-RBOC: Qwest Corporation CLEC: AT&T (pre-merger)	Negotiated NewEntrant	Signed: 5/4/2004 Filed: 5/10/2004 Approved: 6/22/2004	Interconnection Agreement - Qwest/AT&T. Includes Application for Approval to ID PUC and Approval Order. UNE-P & Batch Hot Cut Amendment No. 1 - 2/1/05. Expedites for Design Services Amendment No. 2 - 5/20/05. Collocation Joint Inventory Visit Amendment No. 3 - 6/24/05. TRO-TRRO Amendment No. 4 - 6/28/06.
ID0008 (archived)	ID	ILEC-RBOC: US West (n/k/a Qwest Corporation) CLEC: AT&T (pre-merger)	Negotiated NewEntrant	Signed: 8/12/1998 Filed: 7/11/1998 Approved: 9/15/1998	Interconnection Agreement - US West/AT&T. 10/19/00 Amendment No. 1 filed 11/13/00 and 1/25/01 Amendment No. 1 Approval Order. Amendment No. 2 added 7/20/01. Amendment No. 3 added 10/28/02.
ID0022	ID	ILEC-RBOC: Verizon CLEC: AT&T (pre-merger)	Adopted NewEntrant	Signed: 6/26/2001 Filed: 6/26/2001 Approved: 8/21/2001	Interconnection Agreement - Verizon/AT&T. Includes ID PUC Approval Order. Adopting terms of attached 6/29/00 ID Verizon/Pathnet agreement. Unitary Rate Amendment No. 1 - 11/13/04. Loop Rate - Resale Discount Amendment No. 2 - 9/1/05.

1

AT&T PROPRIETARY

Use Pursuant to Company Instructions.

Legal Notice

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ID0008: 01 ID USW ATT AGREEMENT WITH LINKS**States:** ID

ILEC-RBOC: US West (n/k/a Qwest Corporation)

CLEC: AT&T (pre-merger)

Signed: 8/12/1998**Filed:** 7/11/1998**Approved:** 9/15/1998

Archived

Negotiated

NewEntrant

Files:

01 ID USW ATT AGREEMENT WITH LINKS

02 ID USW ATT Price List

03 ID USW ATT Signatures

ID Qwest-ATT Amendment No. 1

ID Qwest-ATT Amendment No. 1 Approval Order

Description:

Interconnection Agreement - US West/AT&T. 10/19/00

Amendment No. 1 filed 11/13/00 and 1/25/01 Amendment No.

1 Approval Order. Amendment No. 2 added 7/20/01.

Amendment No. 3 added 10/28/02.

ID Qwest-ATT Amendment No. 2

ID Qwest-ATT Amendment No. 3

**AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE
Between
AT&T Corp.
and
U S WEST Communications, Inc.
in the State of Idaho**

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This Interconnection Agreement (this "Agreement"), effective _____, 199_ (the "Effective Date"), is entered into by and between AT&T Communications of the Mountain States, Inc., a Colorado Corporation, and U S WEST Communications, Inc., a Colorado corporation, to establish the rates, terms and conditions for local interconnection, local resale, and the purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

RECITALS

WHEREAS, pursuant to this Agreement, AT&T and U S WEST will extend certain arrangements to one another within each LATA in which they both operate within Idaho. 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 rules and regulations of the Federal Communications Commission, and the orders, rules and regulations of the Idaho Public Utilities Commission; and as such does not necessarily represent the position of either Party on any given issue; and

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for AT&T's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, AT&T wishes to purchase Telecommunications Services for resale to others, and U S WEST is willing to provide such services; and

WHEREAS, AT&T wishes to purchase on an unbundled basis Network Elements, Ancillary Services and Functions and additional features separately or in any **Combination**¹, and to use such services for itself or for the provision of its Telecommunications Services to others, and U S WEST is willing to provide such services;

Now, therefore, in consideration of the terms and conditions contained herein, AT&T and U S WEST hereby mutually agree as follows:

SCOPE OF AGREEMENT

A. This Agreement specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale and Network Elements in the LATAs in Idaho where U S WEST operates.

B. 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.

C. **U S WEST will provide AT&T with at least the level of service quality or performance of obligations under this Agreement as U S WEST provides itself or any other Person with respect to all Telecommunications Services, Local Interconnection, Services for Resale, and Network Elements**

¹ Per Order 27236 of the Idaho Public Utilities Commission (Dec. 1, 1997), at p. 8.

⁴ Per Sixth Order, at p. 3.

as applicable and shall provide such level of service quality or performance of service obligations in accordance with the specific requirements agreed to in Attachment 5.⁴

D. U S WEST shall provide to AT&T Services for Resale that are equal in quality, subject to the same conditions (including the conditions in U S WEST's effective tariffs which are not otherwise inconsistent with the terms and conditions contained herein), within the same provisioning time intervals that U S WEST provides these services to itself, its Affiliates and others, including end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.

E. Each Network Element provided by U S WEST to AT&T shall be at least 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 U S WEST provides to itself, U S WEST's own subscribers, to a U S WEST Affiliate or to any other entity.⁵

F. 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.

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

H. In accordance with Section 251(c)(5) of the Act and the rules and regulations established by the FCC and the Commission, the Parties shall provide reasonable notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or network, as well as of any other changes that would affect the interoperability of those facilities and networks.

I. Except as otherwise provided for in Section 8 of Attachment 2, U S WEST shall not discontinue or refuse to provide any service required hereunder without AT&T's prior written agreement in accordance with Section 17 of Part A of this Agreement, nor shall U S WEST reconfigure, reengineer or otherwise redeploy its network in a manner which would materially impair AT&T's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's rules and regulations. U S WEST agrees that all obligations undertaken pursuant to this Agreement, including, without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

DEFINITIONS

Certain terms used in this Agreement shall have the meanings set forth herein or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the FCC's rules and regulations.

"911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"911 Site Administrator" is a person assigned by AT&T to establish and maintain 911 service location information for its subscribers.

⁵ Per Sixth Order, at p. 3.

"Access Services" refers to interstate and intrastate switched access and private line transport services.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 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 by the Commission.

"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).

"Affiliate" is an entity, as defined in the Act, 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, "own" or "control" means to own an equity interest (or equivalent) of at least ten percent (10%), or the right to control the business decisions, management and policy of another entity performing any of the obligations set forth in this Agreement.

"AIN" ("Advanced Intelligent Network") is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"AIN Services" means architecture and configuration of the AIN Triggers within the SCP as developed and/or offered by U S WEST to its customers.

"ALI" (Automatic Location Identification) is a database developed for E911 systems that provides for a visual display of the caller's telephone number and address, and the names of the emergency response agencies responsible for that address. The ALI also shows an Interim Number Portability (INP) number, if applicable.

"ALI/DMS" (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"AMA" means the Automated Message Accounting structure that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"Ancillary Services" or "Ancillary Functions" means, collectively, the following: (1) Collocation as described in Section 40; (2) access to poles, ducts, conduits and rights of way as described in Section 47; (3) unused transmission media as described in Section 51; (4) Directory Listings as described in Section 44; (5) E911 as described in Section 50.1; (6) Directory Assistance Service as described in Section 50.2; (7) Operator Services as described in Section 50.3; (8) directory assistance and listings services requests as described in Section 50.4; and (9) directory assistance data as described in Section 50.5.

"ANI" (Automatic Number Identification) is a feature that identifies and displays the number of a telephone that originates a call.

"ARS" (Automatic Route Selection) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"ASR" (Access Service Request) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between AT&T and U S WEST for Local Interconnection.

"AT&T" means AT&T and any Affiliates, subsidiary companies or other entities performing any of the obligations of AT&T set forth in this Agreement. For purposes of Section 47 of this Part A of this Agreement, the obligations of AT&T shall be limited to those facilities of AT&T Communications of the Mountain States, Inc. that are used for the purpose of providing local services under the terms of this Agreement.

"BLV/BLI" (Busy Line Verify/Busy Line Interrupt) means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a telephone call.

"Business Day" means any day Monday through Friday except for mutually agreed to holidays.

"CABS" means the Carrier Access Billing System which is defined in a document prepared by the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"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.

"CCS" (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

- (a) "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks;
- (b) "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; or
- (c) Combination End Office/Tandem Office Switches.

"Centrex", including Centrex Plus, means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls and to provide numerous private branch exchange-like features.

"Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Bellcore Service Mark) is a set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

"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 premise. In "Virtual Collocation", the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

"Combinations" means provision by U S WEST of two or more connected Network Elements ordered by AT&T to provide its Telecommunication Services in a geographic area or to a specific subscriber and that are placed on the same or related order by AT&T, subject to restrictions, if any, imposed by the Commission.⁶

"Commission" means the Idaho Public Utilities Commission.

"Competitive Local Exchange Carrier" or "CLEC" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.

"Conduit" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more innerducts.

"Confidential Information" has the meaning set forth in Section 28 of Part A of this Agreement.

"Contract Year" means a twelve (12) month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

"Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"Custom Calling Features" is a set of call-management service features available to residential and business subscribers including call-waiting, call-forwarding and three-party calling.

"Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

"DBMS" (Database Management System) is a computer system used to store, sort, manipulate and update the data required to provide, for example, selective routing and ALI.

"Databases" are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and AIN.

"Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy, including, but not limited to:

"Digital Signal Level 0" or "DS-0" means the 56 or 64 Kbps zero-level signal in the time-division multiplex hierarchy.

⁶ Per Order 27236, at p. 8.

"Digital Signal Level 1" or "DS-1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS-3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

"Directory Assistance Database" refers to any set of subscriber records used by U S WEST in its provision of live or automated operator-assisted directory assistance including, but not limited to, 411, 555-1212, NPA-555-1212.

"Directory Assistance Service" provides listings to callers. Directory Assistance Service may include the option to complete the call at the caller's direction.

"Directory Listings" refers to subscriber information, including, but not limited to, name, address and phone numbers, in Directory Assistance Service or directory products.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"E911" (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated Public Safety Answering Point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed, and the emergency response agencies responsible for the location from which the call was dialed.

"E911 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.

Extended Area Service ("EAS") is intraLATA traffic treated as "local" traffic between exchanges (rather than as "toll" traffic) as established by the Commission and as reflected in the effective U S WEST tariffs.

"Effective Date" is the date, indicated in the Preamble, on which this Agreement shall become effective.

"Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.

"EMR" means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore, which defines the industry standard for exchange message records.

"ESN" (Emergency Service Number) is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

"FCC" means the Federal Communications Commission.

"FCC Interconnection Order" is the Federal Communications Commission's First Report and Order in CC Docket No. 96-98 released August 8, 1996, as effective.

"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.

"Gateway" (ALI Gateway) is a telephone company computer facility that interfaces with AT&T's 911 administrative site to receive Automatic Location Identification (ALI) data from AT&T. Access to the Gateway will be via a dial-up modem using a common protocol.

"HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS-1-level signal (or, higher level signals with certain technologies), using, for example, 2 Binary/1 Quaternary ("2B1Q").

"ILEC" means the incumbent local exchange carrier.

"Information Service Traffic" means traffic which originates on a local access line and which is addressed to an information service provider.

"INP" (Interim Number Portability) is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers with minimal impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

"Integrated Digital Loop Carrier" means a digital subscriber loop carrier system which interfaces with the switch digitally at a DS-1 (1.544Mbps) or higher level.

"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). Primary Rate Interface-ISDN (PRI-ISDN) provides for a digital transmission of twenty-three (23) 64 Kbps bearer channels and one 64 Kbps data channel (23B+D).

"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.

"Itself" means U S WEST Communications, Inc., any subsidiary, Affiliate or any other party to which U S WEST provides interconnection.⁷

"IXC" (Interexchange Carrier) means a provider of interexchange Telecommunications Services.

"LATA" means Local Access Transport Area.

"LEC" means local exchange carrier.

"LIDB" (Line Information Data Base(s)) is a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by LECs and other entities and validation for collect and billed-to-third services.

"Local Interconnection" shall have the meaning set forth in the Recitals to this Agreement.

⁷ Per Iowa Util. Bd.

"Local Resale" or "Services for Resale" or "Resale Services" means, collectively, Telecommunications Services and service functions provided by U S WEST to AT&T pursuant to Attachment 2 of this Agreement.

"Local Traffic" is intraLATA traffic within an exchange that is treated as toll free traffic as established by the Commission and as reflected in the effective tariffs of U S WEST.

"Loop" is a transmission facility between a distribution frame, or its equivalent, in a U S WEST central office or wire center, and the Network Interface Device (as defined herein) or network interface at a subscriber's premises, to which AT&T is granted exclusive use. This includes, but is not limited to, two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS-1 level signals. A Loop may be composed of the following components:

*Loop Concentrator/Multiplexer
Loop Feeder
Network Interface Device (NID)
Distribution*

"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 or transmission facility.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which 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.

"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), which 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 which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs (including a LEC and AT&T) jointly provide switched access service to an Interexchange Carrier, with each LEC (or AT&T) receiving an appropriate share of the access element revenues.

"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.

"MSAG" (Master Street Address Guide) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to U S WEST.

"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.

"NENA" (National Emergency Number Association) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service including all features, functions and capabilities embedded in such facility or equipment.

"NP" (Number Portability) means the use of the Location Routing Number (LRN) database solution to provide fully transparent NP for all subscribers and all providers without limitation.

"NPA" (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 792 possible NXX Codes. There are two general categories of NPA, "geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number within the North American Numbering Plan ("NANP").

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

"Operator Services" includes, but is not limited to, (1) operator handling for call completion (e.g., collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and (3) special services (e.g., BLV/BLI, emergency agency call).

"P.01 Transmission Grade of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"PLU" (Percent Local Usage) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection trunks. Directory assistance, BLV/BLI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"Party" means either U S WEST or AT&T and "Parties" means U S WEST and AT&T.

"Person" means, collectively, an Affiliate, subsidiary, Customer, end user and subscriber of U S WEST.

"Point of Interconnection" or "POI" means the physical point that establishes the technical interface, the test point, where applicable, and the operational responsibility hand-off between AT&T and U S WEST for the local interconnection of their networks for the mutual exchange of traffic.

"Point of Interface" is the physical point where AT&T hands off transmission media to the U S WEST provided entrance facility associated with a Collocation arrangement for the purpose of connecting the entrance facility to some point located within U S WEST's premises.

"Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

"POP" means an IXC's point of presence.

"Port" means a termination on a Central Office Switch that permits customers to send or receive Telecommunications Services over the public switched network, including switch features or switching functionality.⁸

"Premium Listing", such as additional, foreign, cross reference, informational, non-listed, privacy, etc. are as described in the U S WEST general exchange listing tariff.

"Primary Listing" (for example, main list, additional main, joint user, client main list or answering service list) shall mean the one appearance of an end user telephone subscriber's main telephone number and other content such as name and address, which each AT&T residence or business subscriber is entitled to receive in the white pages directory published by U S WEST Dex at no charge from U S WEST Communications. Where U S WEST business end users are entitled to receive a courtesy listing in the yellow pages section of any directory published on U S WEST's behalf, AT&T's business customers will receive the same entitlement.

"Proprietary Information" shall have the same meaning as Confidential Information.

"PSAP" (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to U S WEST or AT&T 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 U S WEST or AT&T will provide basic exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.

"Rating Point" means the point at which transport mileage is calculated for the termination of calls. Each Party shall establish its own Rating Point(s) for its own services.

"Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

"Recipient" means that Party to this Agreement (1) to which Confidential Information has been disclosed by the other Party, or (2) who has obtained Confidential Information in the course of providing services under this Agreement.

"Reseller" is a category of Telecommunications Services providers who obtain Telecommunications Services from another provider through the purchase of wholesale priced services for resale to their end user subscribers.

"Routing Point" means a location which U S WEST or AT&T has designated on its own network as the homing (routing) point for traffic inbound to basic exchange Telecommunications Services provided by

⁸ Per Third Order, at p. 1

U S WEST or AT&T which bear a certain NPA-NXX designation. 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 Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

"ROW" (Right of Way) means the right to use the land or other property owned, leased, or controlled by another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

"SAG" (Street Address Guide) is a database containing an alphabetical list of street names, high-low house number ranges, descriptive addresses, community names, tax codes, subscriber names, telephone numbers, NXXs, central office names, CLLI and other information maintained by U S WEST.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone from which 911 is dialed, irrespective of telephone company exchange or wire center boundaries.

"Service Control Point" or "SCP" is a specific type of Database Network Element functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data (e.g., a toll free database stores subscriber record data that provides information necessary to route toll free calls).

"Signaling Transfer Points" or "STPs" provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and Signaling Transfer Points.

"Switch" -- See Central Office Switch.

"Switched Access", "Switched Access Service", "Switched Exchange Access Service" or "Switched Access Traffic" are as defined in the Parties' applicable tariffs.

"Tandem Office Switches" are Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches and other tandems.

"Tariff Services" as used throughout this Agreement refers to the applicable Party's interstate tariffs and state tariffs, price lists, price schedules and catalogs.

"Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations, in accordance with the rules and regulations of the FCC and the Commission.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"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.

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

"Toll Traffic" is traffic that originates in one Rate Center and terminates in another Rate Center with the exception of traffic that is rated as EAS.

"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 LEC, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a Point of Interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

"Transit Traffic" is any traffic, other than Switched Access Traffic, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"TRCO" means Trouble Reporting Control Office.

"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.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate federal or state regulatory body.

"Wire Center" denotes, for the purposes of Collocation, a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building where one or more central offices, used for the provision of Telecommunications Services and Access Services, are located. However, for purposes of Collocation, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

TERMS AND CONDITIONS**1. General Provisions**

- 1.1 *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 AT&T's network and to terminate the traffic it receives in that standard format or the proper address on its network. 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.*
- 1.2 *Neither Party shall impair 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, at the earliest practicable time.*
- 1.3 *Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.*
- 1.3.1 *The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may deviate from industry standards referenced in this Agreement. Due to the manner in which individual equipment manufacturers have chosen to implement industry standards into the design of their products, along with differing vintages of individual facility components and the presence of embedded technologies pre-dating current technical standards, some of the individual facility components deployed within U S WEST's network, including, without limitation, Network Elements and associated business processes and the standards associated with the equipment providing such Network Elements (collectively, "Network Components"), may not adhere to all the specifications set forth and described in the Bellcore, ANSI, ITU and other technical and performance standards outlined in this Agreement. Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop a process by which U S WEST will inform AT&T of deviations from standards referenced in this Agreement. In addition, the Parties agree that those deviations from such standards documented by U S WEST to AT&T shall, to the extent permitted by FCC and Commission rules and regulations, supersede sections of this Agreement referencing technical standards otherwise applicable for the affected Network Elements.*
- 1.3.1.1 *U S WEST agrees that in no event shall it intentionally allow any Network Component provided by U S WEST to AT&T under this Agreement to perform below the standards or deviations therefrom reflected in Section 1.3.1. U S WEST 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 U S WEST of how the proposed change may adversely impact AT&T or its Customers within fourteen (14) calendar days after receipt of U S WEST's Change Notice, U S WEST 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 U S WEST 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, U S WEST shall inform AT&T immediately.

1.3.1.2 Nothing in this Agreement shall be construed as an agreement by the parties to waive any continuing legal requirement that U S WEST need only provide access to or interconnection with its network as it exists at the time that AT&T may request such access, as opposed to a yet unbuilt, superior one. Modifications to U S WEST's network may be limited to those required to accommodate interconnection or access to unbundled network elements. Nothing in this agreement shall constitute a waiver of any obligation that U S WEST has to meet applicable state or federal standards respecting the nature, extent, or capabilities of its network that serves customers in Idaho.⁹

1.3.2 For purposes of providing interconnection to AT&T, in no event shall U S WEST be required to provide a level of service superior to that which it provides to itself.¹⁰

1.3.3 These preceding conditions shall be applicable for the entire contract and take precedence over any other conflicting section. The absence of specific references to this Section in potentially conflicting sections is not to be construed to mean that this Section does not apply.

1.3.4 The Parties recognize that services and processes to be provided or followed by U S WEST may deviate from those desired by AT&T or otherwise outlined in this Agreement. Due to the manner in which U S WEST 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 U S WEST may not adhere to all the specifications set forth and described in this Agreement. Within forty-five (45) days after a request by either Party, the Parties will develop processes by which U S WEST will inform AT&T of the standards known by U S WEST 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 documented by U S WEST pursuant to such process shall, to the extent permitted by FCC and Board rules and regulations, supersede sections of this Agreement referencing such standards, services, or functions.¹¹

2. Most Favored Nation Terms and Treatment

2.1 *Until such time as there is a final court determination interpreting Section 252(i) of the Act, U S WEST shall make available to AT&T the terms and conditions of any other agreement for interconnection, unbundled network elements and resale services approved by the Commission under Section 252 of the Act, in that agreements entirety.*

⁹ Per Sixth Order, at p. 4.

¹⁰ Per Fifth Order, at p. 13

¹¹ Per Sixth Order, at p. 5.

After there is a final court determination interpreting Section 252(i) of the Act, the Parties agree to revise this Section 2.1 to reflect such interpretation

3. Payment

- 3.1 *In consideration of the services provided by U S WEST under this Agreement, AT&T shall pay the charges set forth in Attachment 1 to this Agreement. The billing procedures for charges incurred by AT&T hereunder are set forth in Attachment 5 to this Agreement.*
- 3.2 *Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of U S WEST's invoice or within twenty (20) days of receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.*
- 3.3 *A late payment charge of 1.5% applies to all billed balances, not reasonably disputed, which are not paid within the applicable time period set forth in Section 3.2 above. To the extent AT&T pays the billed balance on time, but the amount of the billed balance is reasonably disputed by AT&T, and, it is later determined that a refund is due AT&T, interest shall be payable on the refunded amount in the amount of 1.5% per month. To the extent AT&T pays the billed balance on time, but the amount of the billed balance is reasonably disputed by AT&T, and, it is later determined that no refund is due AT&T, no interest shall be payable on the disputed amount.*
- 3.4 *Late payment charges shall not be used as a "credit" to a deposit, if any, without the express approval of U S WEST.*
- 3.5 *Unless specified otherwise in this Agreement, U S WEST shall bill all amounts due from AT&T for each resold service in accordance with the terms and conditions as specified in the U S WEST tariff.*

4. Taxes

- 4.1 *Any federal, state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. 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 during the applicable reporting period.*

5. Intellectual Property¹²

¹² Per Third Order, at pp. 1-2

- 5.1 **Obligations of Party Requesting Access.** As a condition to the access or use of patents, copyright, trade secrets, and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services ("Third Party Intellectual Property"), the Party providing access may require the other, upon written notice from time to time, to obtain a license or permission for such access or use of Third Party Intellectual Property, make all payment, if any, in connection with obtaining such license, and provide evidence of such license.
- 5.2 **Obligations of Party Providing Access.** The Party providing access shall provide a list of all known and necessary Third Party Intellectual Property applicable to the other Party, and take all necessary and appropriate steps to facilitate the negotiation of any mandatory licenses. The Party providing access shall undertake such steps in good faith and shall encourage the Third Party Intellectual Property Owner to grant any mandatory licenses. The treatment of third party licenses shall be in accordance with FCC rules and regulations and/or judicial determinations.
- 5.3 Any intellectual property jointly developed in the course of performing this Agreement shall belong to both Parties who shall have the right to grant non-exclusive licenses to third parties except as otherwise designated in writing by one Party to another. Any intellectual property which originates from or is developed by a Party shall remain the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property presently or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 5.4 If, after the Party providing access under this Agreement has met all of its obligation set forth pursuant to this Section 5, the other Party fails to obtain a license or permission for access or use of Third Party Intellectual Property, the Party providing access shall have no indemnification obligation hereunder for any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, to third parties, relating to or arising out of the failure of the other Party to obtain such license or permission. The applicability of Section 18 indemnification rights in the case of Third Party Intellectual Property shall be contingent upon compliance with all obligations under this Section 5.

6. Severability

- 6.1 *In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects this*

Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

7. Responsibility for Environmental Contamination

- 7.1 *AT&T shall in no event be liable to U S WEST for any costs whatsoever resulting from the presence or release of any environmental hazard AT&T did not introduce to the affected work location. U S WEST shall, at AT&T's request, indemnify, defend, and hold harmless AT&T, and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any environmental hazard U S WEST, its contractors or agents introduce to the work location, or (b) the presence or release of any environmental hazard for which U S WEST is responsible under applicable law.*
- 7.2 *U S WEST shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any environmental hazard U S WEST did not introduce to the affected work location. AT&T shall, at U S WEST's request, indemnify, defend, and hold harmless U S WEST, and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any environmental hazard AT&T, its contractors or agents introduce to the work location, or (b) the presence or release of any environmental hazard for which AT&T is responsible under applicable law.*
- 7.3 *In the event any suspect materials within U S WEST-owned, operated or leased facilities are identified to be asbestos-containing, AT&T will ensure that, to the extent any activities which it undertakes in the facility disturb such suspect materials, such AT&T activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by AT&T or equipment placement activities that result in the generation of asbestos containing material, AT&T shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. U S WEST agrees to immediately notify AT&T if U S WEST undertakes any asbestos control or asbestos abatement activities that potentially could affect AT&T equipment or operations, including, but not limited to, contamination of equipment.*
- 7.4 *Each Party will be solely responsible, at its own expense, for proper handling, storing, transport and disposal of all (a) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (b) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations.*

8. Branding¹³

- 8.1 **This section describes U S WEST's obligations to offer branded and unbranded services to AT&T.**
- 8.2 **Where technically feasible, U S WEST will offer AT&T branded directory assistance and operator services. Where branding is not technically feasible, U S WEST will be**

¹³ Per First Order at pages 18-19; Third Order, at 2-3.
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required to unbrand directory assistance and operator services. U S WEST shall be able to recover its costs for providing branding and/or unbranding.¹⁴

- 8.3 [Intentionally left blank for numbering consistency]
- 8.4 [Intentionally left blank for numbering consistency]
- 8.5 U S WEST will not be required to rebrand uniforms and vehicles. If a U S WEST service representative is dispatched to an AT&T customer at the request of AT&T, that U S WEST representative shall identify themselves as being present on behalf of AT&T.¹⁵
- 8.6 U S WEST service representatives dispatched on behalf of AT&T shall leave behind AT&T supplied information necessary for the service call. This information must contain a conspicuous disclaimer that U S WEST does not necessarily endorse the content of the information. However, as provided in this Agreement, neither AT&T nor U S WEST personnel shall disparage the other company in any manner during a service call and shall not utilize the service call to market either company's products unless requested by the customer.¹⁶
- 8.7 *U S WEST shall provide, for AT&T's review, the methods and procedures, training and approaches to be used by U S WEST to assure that U S WEST meets AT&T's branding requirements.*
- 8.8 *This Section 8 shall confer on U S WEST no rights to the service marks, trademarks and trade names owned by or used in connection with services by AT&T or its Affiliates, except as expressly permitted by AT&T.*

9. Independent Contractor Status

- 9.1 *Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.*
- 9.2 *Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance or 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 other payroll taxes with respect to their respective employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.*
- 9.3 *Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (a) its own acts and performance of all obligations*

¹⁴ Per First Order at 19.

¹⁵ Per First Order at 19.

¹⁶ Per First Order at 19.

imposed by applicable law in connection with its activities, legal status and property, real or personal, and (b) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder. Except for provisions herein expressly authorizing one Party to act for the other, 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, neither Party shall undertake 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.

10. Referenced Documents

10.1 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, U S WEST 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) or 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, U S WEST practice, or publication of industry standards, unless AT&T elects otherwise.

11. Publicity and Advertising

11.1 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.

12. Executed in Counterparts

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

13. Headings Not Controlling

13.1 The headings and numbering of Sections, Parts, Appendices and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

14. Joint Work Product

14.1 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.

15. Survival

15.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, confidential information, limitation of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive, or to be performed after, termination of this Agreement, shall survive cancellation or termination thereof.

16. Effective Date

16.1 This Agreement shall become effective pursuant to Sections 251 and 252 of the Act, on _____, _____.

17. Amendment of Agreement

17.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request therefor, the Party requesting the amendment may invoke the dispute resolution process under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement.

18. Indemnification

18.1 Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, actual or alleged infringement or other violation or breach of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property presently existing or later created, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

18.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 18 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. 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.

18.3 The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, including in-house counsel, at its expense, and participate in but not direct the defense; provided,

however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

- 18.4 The Indemnifying Party will not be liable under this Section 18 for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to timely undertake the defense. 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.

19. Limitation of Liability¹⁷

- 19.1 Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
- 19.2 **[Intentionally left blank to preserve numbering consistency]**
- 19.3 *In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's negligent act or omission or that of their respective agents, subcontractors or employees. **Notwithstanding the provisions of Section 19.3, to the extent that U S WEST tariffs contain limitations on liability, AT&T shall submit language for inclusion in its Intrastate retail tariffs, that is substantially similar to the limitation of liability language contained in U S WEST's tariffs, and such limitations of liability shall govern for Customer claims. In addition, notwithstanding the provisions of Section 19.3, to the extent that the Commission's quality of service rules provide for remedies to AT&T or its Customers for Customer claims, then those remedies shall govern as to such claims.***

20. Term of Agreement

- 20.1 This Agreement shall be effective for a period of three (3) years, and thereafter 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 shall commence negotiations on a new agreement no later than one (1) year prior to the expiration of the term of this Agreement. Either Party may request resolution of open issues in accordance

¹⁷ Per Third Order, at pp. 3-4.

with the provisions of Section 27 of this Part A of this Agreement, Dispute Resolution, beginning nine (9) months prior to the expiration of this Agreement. Any disputes regarding the terms and conditions of the new interconnection agreement shall be resolved in accordance with said Section 27 and the resulting agreement shall be submitted to the Commission. This Agreement shall remain in effect until a new interconnection agreement approved by the Commission has become effective.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Idaho, without regard to its conflicts of laws principles, shall govern.

22. Cancellation Charges

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

23. Regulatory Approvals

23.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

23.2 U S WEST shall provide AT&T a summary describing the proposed change(s) to each Telecommunications Service which is available pursuant to this Agreement. U S WEST shall also provide AT&T a summary describing the proposed change(s) of each intrastate and interstate tariff which provides for an Interconnection, unbundled Network Element or Ancillary Service that is available pursuant to this Agreement. Such summaries shall be available through an internet Web page to be posted on the same day the proposed change is filed with the Commission or the FCC or at least thirty (30) days in advance of its effective date, whichever is earlier.

23.3 In the event any governmental authority or agency orders U S WEST to provide any service covered by this Agreement in accordance with any terms or conditions that individually differ from one or more corresponding terms or conditions of this Agreement, AT&T may elect to amend this Agreement to reflect any such differing terms or conditions contained in such decision or order, with effect from the date AT&T makes such election. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

23.4 The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

24. Compliance

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

- 24.2 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from any and all penalties imposed upon the Indemnified Party for such noncompliance and shall, at the Indemnifying Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 24.3 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. Provided, however, that either Party shall give ten (10) Business Days notice, if it intends to cease any development of any new element or service that is not at that time being provided pursuant to 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 Section 27 herein.

25. Force Majeure

- 25.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, 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. No delay or other failure to perform shall be excused pursuant to this Section 25 unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. 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. In the event of a labor dispute or strike or work stoppage that continues for a period in excess of forty-eight (48) hours, AT&T may obtain replacement services for those services affected by such labor dispute or strike or work stoppage, in

which event any liability of AT&T for the affected services shall be suspended for the period of the work stoppage or labor dispute or strike. In the event of such performance delay or failure by U S WEST, U S WEST agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of AT&T.

26. Escalation Procedures

26.1 AT&T and U S WEST agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and U S WEST agree to exchange up-to-date lists as reasonably necessary.

27. Dispute Resolution¹⁸

27.1 **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 Idaho shall govern the construction and interpretation of this Agreement, and the arbitration shall occur in Denver, Colorado.**

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

27.3 **If a Dispute is submitted to arbitration pursuant to Section 27.1 above, the procedures described in this Section 27.3 shall apply, notwithstanding the then current rules of the AAA. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set forth below. Each party may submit in writing to a Party, and that Party shall so respond, to an agreed amount of the following: interrogatories, demands to produce documents, and requests for admission. Not less than ten (10) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Deposition discovery shall be controlled by the arbitrator. Additional discovery may be permitted upon mutual agreement of the Parties or the determination of the arbitrator. The arbitration hearing shall be commenced within thirty (30) days after a demand for arbitration by either Party and shall be held in Denver, Colorado. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within seven (7) days after the close of the hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The**

¹⁸ Per First Order at 48-49
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decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in a court having jurisdiction. The decision shall also be submitted to the Commission.

28. Nondisclosure

- 28.1 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 (a) 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 (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (c) declared orally or in writing to the Recipient at the time of delivery, or by written notice given to the Recipient within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Discloser. 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.
- 28.2 Upon request by the Discloser, the Recipient shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Recipient's legal counsel may retain one (1) copy for archival purposes.
- 28.3 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.
- 28.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
- 28.4.1 was, at the time of receipt, already known to the Recipient free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Discloser; or
- 28.4.2 is or becomes publicly known through no wrongful act of the Recipient; or
- 28.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; or
- 28.4.4 is independently developed by an employee, agent, or contractor of the Recipient which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 28.4.5 is approved for release by written authorization of the Discloser; or
- 28.4.6 is required by law, a court, or governmental agency, provided that the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the

requirement, and provided that the Recipient undertakes all lawful measures to avoid disclosing such information until the Discloser has had reasonable time to obtain a protective order. The Recipient agrees to comply with any protective order that covers the Proprietary Information to be disclosed.

- 28.5 For a period of ten (10) years from receipt of Proprietary Information, the Recipient shall (a) use it only for the purpose of performing under this Agreement, (b) hold it in confidence and disclose it only to employees, authorized contractors and authorized agents who have a need to know it in order to perform under this Agreement, and (c) safeguard it from unauthorized use or disclosure using no less than the degree of care with which the Recipient safeguards its own Proprietary Information. Any authorized contractor or agent to whom Proprietary Information is provided must have executed a written agreement comparable in scope to the terms of this Section. Each Party shall provide advance notice of three (3) Business Days to the other of the intent to provide Proprietary information to a governmental authority and the Parties shall cooperate with each other in attempting to obtain a suitable protective order.
- 28.6 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 28 by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 28. Such remedies shall not be exclusive but shall be in addition to all other remedies available at law or in equity.
- 28.7 CPNI related to either Party's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be the Discloser's Proprietary Information and may not be used by the Recipient for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees, authorized contractors and authorized agents with a need to know, unless the subscriber expressly directs the Discloser to disclose such information to the Recipient pursuant to the requirements of Section 222(c)(2) of the Act. If the Recipient seeks and obtains written approval to use or disclose such CPNI from the Discloser, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, the Recipient may use or disclose only such information as the Discloser provides pursuant to such authorization and may not use information that the Recipient has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.
- 28.8 Except as otherwise expressly provided in this Section 28, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under any applicable law, including, without limitation, Section 222 of the Act.
- 28.9 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party with a claim of confidentiality or proprietary nature at any time.

29. Notices

- 29.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To AT&T: AT&T
 Vice President, Local Services
 1875 Lawrence Street
 Denver, Colorado 80202

Copy to: AT&T
 Vice President, Law
 1875 Lawrence Street
 Denver, Colorado 80202

To U S WEST: U S WEST
 Executive Director Interconnect Services
 1801 California, 23rd Floor
 Denver, Colorado 80202

Copy to: U S WEST, Inc.
 Senior Counsel, Law Dept.
 7800 East Orchard Road, Suite 480
 Englewood, Colorado 80111

29.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 29.

30. Assignment

- 30.1 Neither Party may assign, transfer (whether by operation of law or otherwise) or delegate this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that each Party may assign this Agreement to an 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 under the provisions of this Section 30 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. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.
- 30.2 If any obligation of U S WEST under this Agreement is performed by a subcontractor or Affiliate, U S WEST shall remain fully responsible for the performance of this Agreement in accordance with its terms, and U S WEST shall be solely responsible for payments due to its subcontractors.
- 30.3 If any obligation of AT&T under this Agreement is performed by a subcontractor or Affiliate, AT&T shall remain fully responsible for the performance of this Agreement in accordance with its terms, and AT&T shall be solely responsible for payments due to its subcontractors.

31. Warranties

- 31.1 U S WEST shall conduct all activities and interfaces which are provided for under this Agreement with AT&T Customers in a carrier-neutral, nondiscriminatory manner.

31.2 U S WEST warrants that it has provided, and during the term of this Agreement it will continue to provide, to AT&T true and complete copies of all material agreements in effect between U S WEST and any third party (including Affiliates) providing any services to AT&T on behalf of or under contract to U S WEST in connection with U S WEST's performance of this Agreement, or from whom U S WEST has obtained licenses or other rights used by U S WEST to perform its obligations under this Agreement, provided, however, that U S WEST may provide such agreements under appropriate protective order.

32. Default

- 32.1 In the event of a breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the breaching Party and the Commission written notice thereof, and:
- 32.1.1 if such material breach is for non-payment of amounts due hereunder pursuant to Section 3.2 of Part A of this Agreement, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.
- 32.1.2 if such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) calendar days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is shorter. If the breaching Party does not cure such breach within the applicable time period, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 32.1.2 may be given electronically or by facsimile, provided that a hard copy or original of such notice is sent by overnight delivery service.
- 32.1.3 if such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) calendar days, and, if it does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.
- 32.2 AT&T may terminate this Agreement in whole at any time only for cause upon sixty (60) calendar days' prior written notice. AT&T's sole liability shall be payment of amounts due for services provided or obligations assumed up to the date of termination.
- 32.3 In the event of any termination under this Section 32, U S WEST and AT&T agree to cooperate to provide for an uninterrupted transition of services to AT&T or another vendor designated by AT&T to the extent that U S WEST has the ability to provide such cooperation.
- 32.4 Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act.

33. Remedies

- 33.1 *In the event U S WEST fails to switch a subscriber to AT&T service as provided in this Agreement, U S WEST shall reimburse AT&T in an amount equal to all fees paid by such subscriber to U S WEST for such failed-to-be-transferred services from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to AT&T under this Agreement or otherwise available.*
- 33.2 *All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.*

34. Waivers

- 34.1 *No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.*
- 34.2 *No course of dealing or failure of either Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.*
- 34.3 *Waiver by either Party of any default or breach by the other Party shall not be deemed a waiver of any other default or breach.*
- 34.4 *By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.*

35. No Third Party Beneficiaries

- 35.1 *The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person; provided, however, that this shall not be construed to prevent AT&T from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.*

36. Physical Security

- 36.1 *U S WEST shall exercise the same degree of care to prevent harm or damage to AT&T or its employees, agents or subscribers, or its property as U S WEST provides itself. AT&T shall exercise the same degree of care to ensure the security of its equipment physically collocated within U S WEST's space as AT&T provides such security to itself.*
- 36.1.1 *U S WEST will restrict access to approved personnel to U S WEST's buildings. AT&T is responsible for the action of its employees and other authorized non-AT&T personnel; U S WEST is responsible for the action of its employees and other authorized non-U S WEST personnel.*

- 36.1.2 *U S WEST will furnish to AT&T the current name(s) and telephone number(s) of those central office supervisor(s) where a physical Collocation arrangement exists. The central office supervisor(s) will be the only U S WEST employee(s) with access to AT&T collocation space.*
- 36.1.3 *U S WEST will comply at all times with U S WEST security and safety procedures at the individual central office locations where AT&T has physical Collocation arrangements. The Parties will cooperate to analyze security procedures of each company to evaluate ways in which security procedures of U S WEST may be enhanced.*
- 36.1.4 *U S WEST will allow AT&T to inspect or observe its physical spaces which house or contain AT&T equipment or equipment enclosures at any time upon completion of the physical Collocation quotation. Upon completion of the build out of the physical space, U S WEST will furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry via direct access to AT&T's physical space.*
- 36.1.5 *U S WEST agrees to logically partition any U S WEST owned access device systems, whether biometric or card reader, or types which are encoded identically or mechanical coded locks on external and or internal doors to spaces which house AT&T equipment.*
- 36.1.6 *U S WEST agrees to limit the keys used in its keying systems for spaces which contain AT&T equipment to the U S WEST supervisor for the specific facility to emergency access only. AT&T shall further have the right to change locks where deemed necessary for the protection and security of its physical spaces and will provide the U S WEST supervisor with the current key.*
- 36.1.8 *U S WEST shall control unauthorized access from passenger and freight elevators, elevator lobbies and spaces which contain or house AT&T equipment or equipment space in the same manner as U S WEST provides such control for itself.*
- 36.1.9 *U S WEST will provide notification to designated AT&T personnel to indicate an actual or attempted security breach of AT&T physical space in the same time frame as U S WEST provides such notification to itself.*

37. Network Security

- 37.1 *U S WEST shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.*
- 37.2 *U S WEST shall install controls to (a) disconnect a user for a pre-determined period of inactivity on authorized ports; (b) protect subscriber proprietary information; and (c) ensure both ongoing operational and update integrity.*
- 37.3 *Each Party shall be responsible for the security arrangements on its side of the network to the Point of Interconnection. The Parties shall jointly cooperate to analyze network security procedures and cooperate to ensure the systems, access and devices are appropriately secured and compatible.*

38. Revenue Protection

- 38.1 *U S WEST shall make available to AT&T all present and future fraud prevention or revenue protection features that U S WEST provides to itself or others. These features include, but are not limited to, operator screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, in accordance with the requirements established by the FCC, call blocking of domestic, international blocking for business and residence, 900, NPA-976, and specific line numbers. U S WEST shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include, but are not limited to, Line Information Data Base Fraud monitoring systems.*
- 38.2 *Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.*
- 38.3 *Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.*
- 38.4 *Each Party shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of facilities under its control or services it provides, including clip-on fraud.*
- 38.5 *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.*

39. Law Enforcement Interface

- 39.1 *U S WEST shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.*

40. Collocation

40.1 General Description

- 40.1.1 *Collocation is the right of AT&T to obtain dedicated space in U S WEST Local Serving Office (LSO) or other U S WEST locations, including, but not limited to, U S WEST serving wire center and tandem offices, as well as all buildings or similar structures owned or leased by U S WEST, whether or not on public rights-of way, that house U S WEST network facilities, including, but not limited to, vaults containing loop concentrators or similar structures, and the right to place equipment in such spaces for the purposes of interconnection with U S WEST's network or access to U S WEST's unbundled Network Elements. Collocation also includes U S WEST providing resources necessary for the operation and economical use of collocated equipment.*
- 40.1.2 *Collocation is offered for network interconnection between the Parties. AT&T may cross connect to other collocated parties via facilities provided by U S WEST, provided that AT&T's collocated equipment is also used for interconnection with U S WEST or access to U S WEST's unbundled Network Elements.*

- 40.1.3 *AT&T is responsible for bringing its own or leased facilities to the U S WEST-designated Point of Interface ("POI"). U S WEST will extend AT&T's facilities from the POI to the cable vault within the wire center. If necessary, U S WEST may bring the facilities into compliance with U S WEST internal fire code standards and extend the facilities to the collocated space.*
- 40.1.4 *AT&T will be provided two (2) points of entry into the U S WEST wire center only when there are at least two (2) existing entry points for U S WEST cable and when there are vacant entrance ducts in both.*
- 40.1.5 AT&T may collocate transmission equipment (including Digital Cross Connect Systems and Remote Switching Units (RSUs) to terminate basic transmission facilities. AT&T must identify what equipment will be installed, to allow for U S WEST to use this information in engineering the power, floor loading, heat release, environmental participant level, and HVAC. At U S WEST's request, AT&T should be required to demonstrate that the switching capabilities of any such units have been disabled.¹⁹**
- 40.1.6 [Intentionally left blank for numbering consistency]
- 40.1.7 *Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between AT&T's collocated equipment and U S WEST's network may be accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS-3, DS-1, DS-0, or any other technically feasible level, subject to network disclosure requirements of the FCC, depending on the U S WEST service to which it is connected. The terms and conditions of the tariff for EICT are incorporated only to the extent that they are agreed to by the Parties. Within ninety (90) days (or other acceptable time agreed to by the Parties) after request, the Parties will meet to review the tariff and seek resolution on disagreed items.*
- 40.1.8 *Consistent with U S WEST's internal practice, within ten (10) Business Days of AT&T's request for any space, U S WEST shall provide information available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection, including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in U S WEST's possession or files, or the possession of an agent, contractor, employee, lessor, or tenant of U S WEST's that holds such information on U S WEST's behalf.*
- 40.1.9 *U S WEST shall allow AT&T to perform any environmental site investigations, including, but not limited to, asbestos surveys, which AT&T deems to be necessary in support of its collocation needs. AT&T shall advise U S WEST in writing of its intent to conduct such investigation, and shall receive written approval from U S WEST to proceed. AT&T shall indemnify U S WEST according to Section 18 of Part A of this Agreement for any loss or claim for damage suffered by U S WEST as a result of AT&T's actions during any site inspection.*
- 40.1.10 *If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly,*

¹⁹ First sentence Per First Order at 5.
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but not limited to, asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, U S WEST shall offer an alternative space, if available, for AT&T's consideration.

40.2 Virtual Collocation

- 40.2.1 U S WEST 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.*
- 40.2.2 Upon mutual agreement, AT&T will have physical access to the U S WEST wire center building pursuant to a virtual collocation arrangement.*
- 40.2.3 AT&T will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by AT&T and installed in wire center buildings.*
- 40.2.4 AT&T will be responsible for payment of training of U S WEST employees for the maintenance, operation and installation of AT&T's virtually collocated equipment when that equipment is different than the equipment used by U S WEST. Training conditions are further described in the Virtual Collocation Rate Element section following.*
- 40.2.5 AT&T will be responsible for payment of reasonable charges incurred as a result of agreed upon maintenance and/or repair of AT&T's virtually collocated equipment.*
- 40.2.6 U S WEST does not guarantee the reliability of AT&T's virtually collocated equipment, but U S WEST is responsible for proper installation, maintenance and repair of such equipment, including the change out of electronic cards provided by AT&T.*
- 40.2.7 AT&T is responsible for ensuring the functionality and interoperability of virtually collocated SONET equipment provided by different manufacturers.*
- 40.2.8 AT&T, as bailor, will transfer possession of AT&T's virtually collocated equipment to U S WEST, as bailee, for the sole purpose of providing U S WEST with the ability to install, maintain and repair AT&T's virtually collocated equipment. Title to the AT&T virtually collocated equipment shall not pass to U S WEST.*
- 40.2.9 AT&T shall ensure that upon receipt by U S WEST of AT&T's virtually collocated equipment, AT&T will make available all access to ongoing technical support to U S WEST, as available under the equipment warranty or other terms and conditions, all at AT&T's expense. AT&T shall advise the manufacturer and seller of the virtually collocated equipment that it will be installed, maintained and repaired by U S WEST.*
- 40.2.10 AT&T's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, electromagnetic compatibility (EMC) per GR-1089-CORE, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements, all of the foregoing which may be in effect at the time of equipment installation or which may subsequently become effective.*

AT&T shall provide U S WEST interface specifications (e.g., electrical, functional, physical and software) of AT&T's virtually collocated equipment.

40.2.11 AT&T must specify all software options and associated plug-ins for its virtually collocated equipment.

40.2.12 AT&T is responsible for purchasing and maintaining a supply of spares. Upon failure of the AT&T virtually collocated equipment, AT&T is responsible for transportation and delivery of maintenance spares to U S WEST at the wire center housing the failed equipment.

40.2.13 Where AT&T is virtually collocated in a premises which was initially prepared for virtual collocation, AT&T may elect to retain its virtual Collocation in that premises and expand that virtual Collocation according to the rates, terms and conditions of this Agreement.

40.3 Physical Collocation

40.3.1 U S WEST shall provide to AT&T physical collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that U S WEST shall provide for virtual collocation where space is available or expansion or rearrangement is possible if U S WEST 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. AT&T shall pay a prorated amount for expansion of said space. U S WEST 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 Commission, subject to the rates, terms and conditions of this Agreement.²⁰

40.3.1.1 U S WEST 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 request, U S WEST 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 and the dispute resolution process outlined in Section 27 above has not concluded on the issue of approved vendors, the list of approved vendors maintained by U S WEST as of the Effective Date of this Agreement shall be the default list until the conclusion of the dispute resolution process.

40.3.2 Where AT&T is virtually collocated in a premises which was initially prepared for virtual collocation, AT&T may elect, unless it is not practical for technical reasons or because of space limitations, to convert its virtual Collocation to physical Collocation at such premises in which case AT&T shall coordinate the

²⁰ Per First Order at 6.

construction and rearrangement with U S WEST of its equipment (IDLC and transmission) and circuits for which AT&T shall pay U S WEST at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable physical Collocation recurring charges shall apply.

- 40.3.3 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 equipment located within the space rented from U S WEST.
- 40.3.4 AT&T must use leased space as soon as reasonably possible and may not warehouse space for later use or sublease to another provider. Physical Collocation is offered on a space-available, first-come, first-served basis.
- 40.3.5 The minimum standard leasable amount of floor space is one hundred (100) square feet. AT&T must efficiently use the leased space and no more than fifty percent (50%) of the floor space may be used for storage cabinets and work surfaces. AT&T and U S WEST may negotiate other storage arrangements on a case-by-case basis. AT&T may store spares within its collocated space.
- 40.3.6 AT&T's leased floor space will be separated from other competitive providers and U S WEST space through cages or hard walls. AT&T may elect to have U S WEST construct the cage, or choose from U S WEST approved contractors to construct the cage, meeting U S WEST's installation Technical Publication 77350. Any deviation to AT&T's request must be approved.
- 40.3.7 The following standard features will be provided by U S WEST:
- (a) Heating, ventilation and air conditioning.
 - (b) Smoke/fire detection and any other building code requirement.
- 40.3.8 U S WEST Responsibilities
- (a) Design the floor space within each location which will constitute AT&T's leased space.
 - (b) Ensure that the necessary construction work is performed on a timely basis to build AT&T's leased physical space and the riser from the vault to the leased physical space.
 - (c) Develop a quotation specific to AT&T's request.
 - (d) Extend U S WEST-provided and owned fiber optic, copper or coaxial, cable, whichever is more efficient, from the POI through the cable vault and extend 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. **U S WEST may refuse to collocate copper or coaxial cable or any other equipment where it can show there is insufficient space to accommodate such facilities.**²¹

²¹ Per First Order at 6.
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- (e) *Installation and maintenance and all related activity necessary to provide Channel Termination between U S WEST's and AT&T's equipment.*
- (f) *Work cooperatively with AT&T in matters of joint testing and maintenance.*

40.3.9 *AT&T Responsibilities*

- (a) *Determine the type of enclosure for the physical space.*
- (b) *Procure, install and maintain fiber optic, copper or coaxial facilities up to the U S WEST designated POI.*
- (c) *Provide for installation, maintenance, repair and service of all AT&T's equipment located in the leased physical space.*
- (d) *Ensure that all equipment installed by AT&T complies with Bellcore Network Equipment Building System Generic Equipment requirements, U S WEST 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.*

40.3.10 *The installation of any interconnection service will be coordinated between the Parties so that AT&T may utilize those services once AT&T has accepted its leased physical space.*

40.3.11 *If, at any time, U S WEST reasonably determines that the equipment or the installation does not meet standard industry requirements, such failure being due to actions of AT&T or its agents, 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 thirty (30) calendar days or as soon as reasonably practical after the receipt of written notice of non-compliance, U S WEST may have the equipment removed or the condition corrected at AT&T's expense.*

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

40.3.13 *U S WEST shall provide basic telephone service with a connection jack as requested by AT&T from U S WEST for the collocated space. Upon AT&T's request and following the normal provisioning process, this service shall be available at the AT&T collocated space on the day the space is turned over to AT&T by U S WEST.*

40.3.14 *Where available, U S WEST shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24)*

hour per day, seven (7) day per week basis for AT&T personnel and its designated agents.

- 40.3.15 U S WEST shall provide AT&T with written notice five (5) Business Days prior to those instances where U S WEST or its subcontractors may be performing work that could reasonably potentially affect AT&T's service. U S WEST will make reasonable efforts to inform AT&T by telephone of any emergency related activity prior to the start of the activity that U S WEST or its subcontractors may be performing that could reasonably potentially affect AT&T's service, so that AT&T can take any action required to monitor or protect its service.
- 40.3.16 U S WEST shall provide information regarding the location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for U S WEST point of termination to AT&T within five (5) Business Days of AT&T's acceptance of U S WEST's quote for collocated space.
- 40.3.17 U S WEST 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 U S WEST's quote for collocated space.
- 40.3.18 U S WEST shall provide the sizes and number of power feeders for the collocated space to AT&T within ten (10) Business Days of AT&T's acceptance of U S WEST's quote for collocated space.
- 40.3.19 U S WEST shall provide positive confirmation to AT&T when construction of AT&T collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.
- 40.3.20 [Intentionally left blank for numbering consistency]
- 40.3.21 With the exception of Subparagraph (b) below, U S WEST shall provide the following information to AT&T within five (5) Business Days or as reasonably necessary upon receipt of a written request from AT&T:
- (a) additional work restriction guidelines.
 - (b) U S WEST or industry technical publication guidelines that impact the design of U S WEST collocated equipment, unless such documents are already in the possession of AT&T. The following U S WEST Technical Publications provide information regarding central office equipment and collocation guidelines:
 - 77350 Central Office Telecommunications Equipment Installation and Removal Guidelines
 - 77351 Central Office Telecommunications Equipment Engineering Standards
 - 77355 Grounding - Central Office and Remote Equipment Environment
 - 77386 Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services

AT&T may obtain the above documents from:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, Colorado 80011
(303) 340-3672

- (c) *appropriate U S WEST contacts (names and telephone numbers) for the following areas:*

*Engineering
Physical & Logical Security
Provisioning
Billing
Operations
Site and Building Managers
Environmental and Safety*

- (d) *escalation process for the U S WEST employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to AT&T's collocation.*

40.3.22 *Power as referenced in this Agreement refers to any electrical power source supplied by U S WEST for AT&T equipment. U S WEST will supply power to support AT&T equipment at equipment specific DC and AC voltages. At a minimum, U S WEST shall supply power to AT&T at parity with that provided by U S WEST to itself. If U S WEST performance, availability or restoration falls below industry standards, U S WEST shall bring itself into compliance with such industry standards as soon as technologically feasible.*

- (a) *Central office power supplied by U S WEST into the AT&T equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be mutually agreed upon by the Parties.*

- (b) *U S WEST power equipment supporting AT&T's equipment shall:*

- i. comply with applicable industry standards (e.g., Bellcore, NEBS, IEEE, UL, and NEC) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;*
- ii. have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for AT&T equipment, or, at minimum, at parity with that provided for similar U S WEST equipment at that location;*
- iii. provide central office ground, connected to a ground electrode located within the AT&T collocated space, at a level above the top of AT&T equipment plus or minus two (2) feet to the left or right of AT&T's final request;*

- iv. *provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing services of either Party;*
- v. *provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;*
- vi. *provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines; and*
- vii. *ensure that installed equipment meets Bellcore specifications.*

40.4 Collocation Rate Elements

40.4.1 Common Rate Elements

The following rate elements are common to both virtual and physical collocation:

- (a) *Quote Preparation Fee. This covers the work involved in developing a quotation for AT&T for the total costs involved in its collocation request.*
- (b) *Entrance Facility. Provides for fiber optic cable on a per two (2) fiber increment basis from the point of interconnection utilizing U S WEST owned, conventional single mode type of fiber optic cable 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.*
- (c) *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.*
- (d) *48 Volt Power. Provides 48 volt power to the AT&T collocated equipment. Charged on a per ampere basis.*
- (e) *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).*
- (f) *Inspector Labor. Provides for the U S WEST qualified personnel necessary when AT&T requires access to the POI 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 (4) hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday*

through Friday, 8:00 am to 5:00 p.m. and after business hours are after 5:00 p.m. and before 8:00 am, Monday through Friday, all day Saturday, Sunday and holidays.

- (g) *Expanded Interconnection Channel Regeneration.* Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the U S WEST network is of sufficient length to require regeneration.
- (h) *U S WEST will provide external synchronization when available.*
- (i) *U S WEST will provide 20 hertz ringing supply when available.*

40.4.2 Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

- (a) *Enclosure Buildout.* The Enclosure Buildout element, either Cage or Hardwall, includes the material and labor to construct the enclosure specified by AT&T or AT&T may choose from U S WEST approved contractors to construct the cage, meeting U S WEST'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 the number required by building code for the hardwall enclosure). Also provides for humidification, if required. Pricing for Enclosure Buildout will be provided on an individual basis due to the uniqueness of AT&T's requirements, central office structure and arrangements.
- (b) *Floor Space Rental.* This element provides for the rental of the floor space provided to AT&T pursuant to a physical collocation arrangement.

40.4.3 Virtual Collocation Rate Elements

The following rate elements apply only to virtual collocation arrangements:

- (a) *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 collocated equipment. AT&T is responsible for ordering maintenance spares. U S WEST 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 of four (4) hours. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 p.m. and after business hours are after 5:00 p.m. and before 8:00 am, Monday through Friday, all day Saturday, Sunday and holidays.
- (b) *Training Labor.* Provides for the billing of vendor-provided training for U S WEST personnel on a metropolitan service area basis, necessary for AT&T virtually collocated equipment which is different from equipment used by U S WEST. U S WEST will require three (3) U S WEST employees to

be trained per metropolitan service area in which the AT&T virtually collocated equipment is located. If, by an act of U S WEST, trained employees are relocated, retired, or are no longer available, U S WEST will not require AT&T to provide training for additional U S WEST employees for the same virtually collocated equipment in the same metropolitan area. Fifty percent (50%) of the amount of training billed to AT&T will be refunded to AT&T, should a second collocator or U S WEST in the same metropolitan area select the same virtually collocated equipment as AT&T. The second collocator or U S WEST will be charged one half of the original amount paid by AT&T for the same metropolitan area.

- (c) *Equipment Bay.* Provides mounting space for the AT&T virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- (d) *Engineering Labor.* Provides the planning and engineering of the AT&T virtually collocated equipment at the time of installation, change or removal.
- (e) *Installation Labor.* Provides for the installation, change or removal of the AT&T virtually collocated equipment.

40.5. Collocation Installation Intervals

40.5.1 U S WEST shall have a period of thirty (30) calendar days after receipt by AT&T of a Request for Collocation to provide AT&T with a written quotation containing all nonrecurring charges and fees for the requested collocation (the "Quotation Preparation Period"). AT&T shall make payment of fifty percent (50%) of the nonrecurring charges and fees upon acceptance of the quotation ("Initial Payment") with the remainder due upon completion of the construction. In the event AT&T disputes the amount of U S WEST's proposed nonrecurring charges and fees, AT&T shall deposit fifty percent (50%) of the nonrecurring charges and fees into an interest bearing escrow account prior to the commencement of construction ("Initial Deposit"). The remainder of the nonrecurring charges and fees shall be deposited into the escrow account upon completion of the construction. Upon resolution of the dispute, the escrow agent shall distribute amounts in the account in accordance with the resolution of such dispute and any interest that has accrued with respect to amounts in the account shall be distributed proportionately to the Parties. U S WEST shall complete installation pursuant to the AT&T Request for Collocation within a maximum of three (3) months after the Initial Payment or Initial Deposit for physical or virtual collocation. If there is a dispute between U S WEST and AT&T regarding the amount of any nonrecurring charges and fees, such dispute shall be resolved in accordance with Section 27 above. The pendency of any such dispute shall not affect the obligation of U S WEST to complete collocation within the installation intervals described above.

41. Technical References - Collocation

Subject to Sections 1.3.1 and 1.3.2 of this Part A, U S WEST shall provide collocation in accordance with the following standards:

- 41.1 *Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations;*
- 41.2 *National Electrical Code (NEC), use most recent issue;*
- 41.3 *TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989);*
- 41.4 *TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988;*
- 41.5 *TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985);*
- 41.6 *TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985);*
- 41.7 *TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992);*
- 41.8 *TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992);*
- 41.9 *TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991);*
- 41.10 *TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993; and*
- 41.11 *Underwriters' Laboratories Standard, UL 94.*

42. Number Portability

42.1 Interim Number Portability (INP)

42.1.1 General Terms

- (a) *The Parties shall provide Interim Number Portability (INP) on a reciprocal basis to the extent technically feasible.*
- (b) *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.*
- (c) *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 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. The 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.

- (d) U S WEST 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, U S WEST will not block third party and collect calls to those numbers unless requested by AT&T.
- (e) 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.
- (f) 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.

42.1.2 Description Of Service

- (a) Interim Number Portability Service ("INP") is a service arrangement that can be provided by U S WEST to AT&T or by AT&T to U S WEST.
- (b) 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.
- (c) INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to a U S WEST 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.
- (d) 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 U S WEST 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 U S WEST. Also, inter-switch signaling is

usually limited to multi-frequency (MF). This precludes passing Calling Line ID to the AT&T switch.

- (e) *RI-PH will route a dialed call to the U S WEST switch associated with the NXX of the dialed number. The U S WEST 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 U S WEST tandem switch to which AT&T is connected. Route indexing is only available with seven (7) digit local dialing.*
- (f) *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 U S WEST switch to which the ported number was originally assigned and the AT&T switch to which the number has been ported. The U S WEST switch shall send the originally dialed number to the AT&T switch without a prefix.*
 - ii. *U S WEST 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 U S WEST. At AT&T's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.*
- (g) *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 U S WEST's local calling area and toll rating area that is associated with the NXX of the ported 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 U S WEST.*
 - 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 after request, U S WEST shall provide AT&T a list of those features that are not available for INP telephone numbers due to technical limitations.

42.1.3 Ordering and Maintenance

- (a) AT&T is responsible for all direct interactions with AT&T's end users with respect to ordering and maintenance.
- (b) U S WEST 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 U S WEST network.
- (c) Each Party's designated INP switch must return answer and disconnect supervision to the other Party's switch.
- (d) U S WEST shall disclose to AT&T any technical or capacity limitations that would prevent use of a requested INP in a particular switching office.
- (e) 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.
- (f) For INP, AT&T shall have the right to use the existing U S WEST 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 the 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 U S WEST.

42.2 Permanent Number Portability (PNP)

- 42.2.1 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:
 - 42.2.2 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC rules and regulations.
 - 42.2.3 The PNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to U S WEST 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 U S WEST network for calls completing to its ported Customers.

- 42.2.4 *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.*
- 42.2.5 *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.*
- 42.2.6 *Upon introduction of PNP in a Metropolitan Statistical Area ("MSA"), the applicable switches will be converted according to a published schedule with no unreasonable delay. All portable NXXs shall be recognized as portable, with queries launched from these switches.*
- 42.2.7 *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.*
- 42.2.8 *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, U S WEST 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 after request,. U S WEST shall provide AT&T the ability to reserve numbers and AT&T agrees that it will treat U S WEST customers in a similar fashion in the reserving and porting of telephone numbers.*
- 42.2.9 *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.*
- 42.2.10 *Both AT&T and U S WEST shall:*
- (a) *support all emergency and Operator Services.*
 - (b) *use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.*
 - (c) *jointly cooperate with each other to provide the information necessary to rate and bill all types of calls.*

- (d) *jointly cooperate with each other to apply PNP consistently on a nationwide basis, and in accordance with all FCC directives.*

- 42.2.11 *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.*
- 42.2.12 *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.*
- 42.2.13 *U S WEST shall furnish AT&T with the first six (6) digits of the originating address when it supplies AT&T with the Jurisdiction Information Parameter for the originating address message.*
- 42.2.14 *U S WEST 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.*
- 42.2.15 *The generic requirements for the PNP alternative will be implemented in accordance with industry standard specifications.*
- 42.2.16 *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. A 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.*
- 42.2.17 *U S WEST 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 U S WEST is unable to perform its own query due to abnormal conditions.*
- 42.2.18 *U S WEST will provide AT&T PNP for subscribers moving to a different location, or staying at the same location, within the same rate center area.*
- 42.2.19 *U S WEST 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 U S WEST shall provide all information uploads and downloads regarding ported numbers to/from, respectively,*

the exclusive NPAC. U S WEST 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.

42.3 Requirements for INP and NP

42.3.1 *[Intentionally left blank for numbering consistency]*

42.3.2 Cut-Over Process

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, each Party updating its respective network element translations within fifteen (15) minutes following notification by the industry SMS, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. In addition, AT&T shall have the right to determine who initiates the order for INP in specific cut-over situations. The time frames in this paragraph shall be pursuant to Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, January 6, 1997 and subsequent versions which may be adopted from time to time. The Parties shall cooperate to review and, if necessary, adjust the above time frame based on their actual experiences.

42.3.3 Testing

U S WEST and AT&T shall cooperate in conducting AT&T's testing to ensure interconnectivity between systems. U S WEST shall inform AT&T of any system updates that may affect the AT&T network and U S WEST shall, at AT&T's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

42.3.4 Engineering and Maintenance

- (a) *U S WEST and AT&T will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least the same level of service as provided by U S WEST to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.*
- (b) *Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.*

42.3.5 Recording and Billing

The Parties shall provide each other with accurate billing and subscriber account record exchange data necessary for billing their subscribers whose numbers have been ported.

42.3.6 Operator Services and Directory Assistance

With respect to Operator Services and Directory Assistance associated with NP for AT&T subscribers, U S WEST shall provide the following:

- (a) *While INP is deployed and prior to conversion to PNP:*
 - i. *The Parties acknowledge that technology, as of the Effective Date of this Agreement, does not permit the provision of BLV/BLI to ported numbers. When such becomes available in the U S WEST network, such technology shall be made available to AT&T.*
 - ii. *U S WEST shall allow AT&T to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by AT&T. U S WEST shall continue to allow AT&T access to its LIDB. Other LIDB provisions are specified in this Agreement.*
 - iii. *Where U S WEST has control of directory listings for NXX codes containing ported numbers, U S WEST shall maintain entries for ported numbers as specified by AT&T in accordance with the Listings Section of this Agreement.*
- (b) *When PNP is in place:*
 - i. *The provisions in Section 42.3.6 preceding, shall apply when PNP is in place.*
 - ii. *If Integrated Services Digital Network User Part (ISUP) signaling is used, U S WEST shall provide the Jurisdiction Information Parameter in the SS7 Initial Address Message. (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 (Editor - Lucent Technologies, Inc.)).*
 - iii. *The Parties shall provide, when received from the NPAC, a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based Operator Services (e.g., LIDB). The acquiring company will provide the GTT to the NPAC. The NPAC will distribute this information to the donor company and all other parties.*
 - iv. *U S WEST OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.1, June 20, 1996, as updated from time to time.*

43. Dialing Parity

- 43.1 *The Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act or state law or regulation as appropriate. This Agreement does not impact either Party's ability to default intraLATA toll via a specific dialing pattern until otherwise required by the Act or the Commission.*
- 43.2 *U S WEST shall ensure that all AT&T Customers experience the same dialing parity as similarly-situated Customers of U S WEST services, such that, for example, for all call types: (a) an AT&T Customer is not required to dial any greater number of digits than a similarly-situated U S WEST Customer; and (b) the AT&T Customer may retain its local telephone number, so long as the Customer continues receiving service in the same central office serving area.*

44. **Directory Listings**²²

44.1 **Directory Listings General Requirements**

- 44.1.1 *This Section 44 pertains to Directory Listings requirements for the appearance of AT&T end user directory listings in Directory Assistance service or directory product.*
- 44.1.2 *U S WEST shall include in its master directory listing database all list information for AT&T Customers.*
- 44.1.3 *U S WEST 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. U S WEST shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.*
- 44.1.4 AT&T Customer listings in the U S WEST Directory Assistance database and directory listing database shall be co-mingled with listings of U S WEST and other CLEC Customers.**
- 44.1.5 Each AT&T Customer Primary Listing shall be provided, at no charge, the same white page listings that U S WEST provides its Customers.**
- 44.1.6 Each AT&T Business Customer Primary Listing shall be provided, at no charge, the same yellow page classified courtesy listings that U S WEST provides its Customers.**
- 44.1.7 *U S WEST shall also ensure that its directory publisher publishes all types of listings for AT&T Customers that are available to U S WEST Customers under the same terms, and conditions, including, but not limited to:*
- (a) *Foreign listings*
 - (b) *Reference listings*
 - (c) *Information listings*
 - (d) *Alternate call listings*
 - (e) *Multi-line listings*

²² The **bolded** portions of this entire section are per the First Order at 44-45.
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(f) Multi-line/Multi-owner listings

- 44.1.8 AT&T end user listings properly identified by AT&T as State, Local, and Federal government listings shall be appropriately coded in the U S WEST Directory Listing database. U S WEST will provide government code information to AT&T.
- 44.1.9 The listing and handling of AT&T listed and non-listed telephone numbers shall be at least at parity with that provided by U S WEST to its own Customers, including AT&T customers who have ported telephone numbers from U S WEST.
- 44.1.10 U S WEST shall ensure that its directory publisher publishes AT&T sales, service, billing, and repair information for business and residential Customers, along with the AT&T logo in the customer information/guide pages of each directory at no charge to AT&T.**
- 44.1.11 U S WEST is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with AT&T orders. Upon request, and at least one (1) month prior to a given white page directory close, a method of reviewing and correcting Listings will be provided.
- 44.1.12 For white pages and yellow pages advertising, U S WEST shall ensure that (a) U S WEST's directory publisher will use its advertising sales force and processes as AT&T's agent to sell such advertising on a nondiscriminatory basis to AT&T Customers, and (b) charges for such advertising will be billed by U S WEST's directory publisher.²³**
- 44.1.13 U S WEST 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 U S WEST's general exchange tariff rates less the wholesale discount rate. The Premium and privacy listing charges will be billed to AT&T and itemized at the telephone number sub-account level.
- 44.1.14 U S WEST shall ensure a third party distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to AT&T Customers at parity with U S WEST end users, including providing directories, a) upon establishment of new service; b) during annual mass distribution; and c) upon Customer request.
- 44.1.15 U S WEST's directory shall not infer or suggest that it includes only U S WEST customer listing. The directory cover will be of a generic nature as to indicate that any published listing is included, without reference to any specific CLEC. At no charge, U S WEST shall ensure that its directory publisher prominently indicates on each directory cover that the directory includes the Listings of all customers without regard as to which company serves those customers.²⁴**
- 44.1.16 U S WEST will provide the option of having CENTREX users listed when AT&T purchases CENTREX type services for resale.

²³ Third Order, at p. 4.

²⁴ Per First Order at 45.

44.2 Scope

44.2.1 *AT&T grants U S WEST a non-exclusive license to incorporate Listings information into its Directory Assistance database. AT&T shall select one of two options for U S WEST's use of Listings and dissemination of Listings to third parties.*

EITHER:

(a) *Treat the same as U S WEST's end user listings - No prior authorization is needed for U S WEST to release Listings to directory publishers or other third parties. U S WEST will incorporate Listings information in all existing and future Directory Assistance applications developed by U S WEST. AT&T authorizes U S WEST to sell and otherwise make Listings available to directory publishers. U S WEST shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.*

OR:

(b) *Restrict to U S WEST's Directory Assistance Services -- Prior authorization required from AT&T for all other uses. AT&T makes its own, separate agreements with U S WEST, third Parties and directory publishers for all uses of its listings beyond Directory Assistance. U S WEST will sell or provide Listings to directory publishers (including U S WEST's publisher affiliate) or other third Parties only after the third party presents proof of authorization. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.*

(c) **U S WEST shall be entitled to retain all revenue associated with any sales pursuant to subparagraphs (a) and (b) above.²⁵**

44.3 *U S WEST will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that AT&T has supplied U S WEST the necessary privacy indicators on such Listings.*

44.4 AT&T Responsibilities

44.4.1 *AT&T agrees to provide to U S WEST its end user names, addresses and telephone numbers in a standard mechanized format, as utilized by U S WEST.*

44.4.2 *AT&T will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide U S WEST the means of identifying listings ownership.*

44.4.3 *AT&T represents the end user information provided to U S WEST is accurate and correct. AT&T further represents that it has reviewed all listings provided to U S WEST, including end user requested restrictions on use such as non-published and non-listed.*

²⁵ Third Order, at p. 4.
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44.4.4 AT&T is responsible for dealings with, and on behalf of, AT&T's end users on the following subjects:

- a) All end user account activity, e.g., end user queries and complaints.
- b) All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to U S WEST.
- c) 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 U S WEST does not contain a privacy indicator, no privacy restrictions will apply.

45. [Intentionally left blank for numbering consistency.]

46. U S WEST Dex Issues

46.1 U S WEST and AT&T agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, and yellow page listings, may be the subject of negotiations between AT&T and U S WEST Dex. U S WEST acknowledges that AT&T may request U S WEST to facilitate discussions between AT&T and U S WEST Dex.

47. Access to Poles, Ducts, Conduits, and Rights of Way

47.1 **U S WEST shall provide AT&T nondiscriminatory access to poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity.²⁶**

47.2 [Intentionally left blank for numbering consistency]

47.3 Definitions

"Poles, ducts, conduits and ROW" refer to all the physical facilities and legal rights which provide for access to pathways across public and private property. These include poles, pole attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights-of-way, or any other requirements needed to create pathways. These pathways may run over, under, across or through streets, traverse private property, or enter multi-unit buildings. A Right-of-Way ("ROW") is the right to use the land or other property owned, leased, or controlled by any means by U S WEST to place poles, ducts, conduits and ROW or to provide passage to access such poles, ducts, conduits and ROW. A ROW may run under, on, or above public or private property (including air space above public or private property) and shall include the right to use discrete space in buildings, building complexes, or other locations.

47.4 Requirements

²⁶ Per Third Order, at 5.
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- 47.4.1 U S WEST shall make poles, duct, conduits and ROW available to AT&T upon receipt of a request for use within the time periods provided in this Section, providing all information necessary to implement such use and containing rates, terms and conditions, including, but not limited to, maintenance and use in accordance with this Agreement and at least equal to those which it affords itself, its Affiliates and others. **U S WEST may reserve the space in its poles, ducts, conduit and rights-of-way in order to meet its residential service obligations under Idaho law.**²⁷ Other users of these facilities, including U S WEST, shall not interfere with the availability or use of the facilities by AT&T.
- 47.4.2 Within ten (10) Business Days of AT&T's request for specific poles, ducts, conduits, or ROW, U S WEST shall provide any information in its possession or available to it regarding the environmental conditions of such requested poles, ducts, conduits or ROW route or location including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in U S WEST's possession or files, or the possession of an agent, contractor, employee, lessor, or tenant of U S WEST's that holds such information on U S WEST's behalf. If the poles, ducts, conduits or ROW contain such environmental contamination, making the placement of equipment hazardous, U S WEST shall offer alternative poles, ducts, conduits or ROW for AT&T's consideration. U S WEST shall allow AT&T to perform any environmental site investigations, including, but not limited to, Phase I and Phase II environmental site assessments, as AT&T may deem to be necessary.
- 47.4.3 U S WEST shall not prevent or delay any third party assignment of ROW to AT&T.
- 47.4.4 U S WEST shall offer the use of such poles, ducts, conduits and ROW it has obtained from a third party to AT&T, to the extent such agreement does not prohibit U S WEST from granting such rights to AT&T. **U S WEST shall not be required to act as the agent of AT&T in AT&T's efforts to secure license form third parties for the access of third parties' poles, ducts, conduit and rights of way, However, U S WEST shall provide to AT&T the necessary information as to the ownership of such space and where necessary and appropriate, provide assurance to the third party that U S WEST does not object to the granting of any required rights. The Parties shall jointly develop a document introducing AT&T to third party property owners.**²⁸ They shall be offered to AT&T on the same terms as are offered to U S WEST. AT&T shall reimburse U S WEST for U S WEST's reasonable costs, if any, incurred as a result of the exercise of its eminent domain authority on behalf of AT&T in accordance with the provisions of this paragraph.
- 47.4.5 U S WEST shall provide AT&T equal and non-discriminatory access to poles, ducts, conduit and ROW and any other pathways on terms and conditions equal to that provided by U S WEST to itself or to any other Person. Further, U S WEST shall not preclude or delay allocation of these facilities to AT&T because of the potential needs of itself or of other Person, except a maintenance spare may be retained as described below, and except for reservations in existence made prior to the request of AT&T in accordance with the Act.

²⁷ Per First Order at 41

²⁸ Per First Order at 42

- 47.4.6 *U S WEST shall not attach, or permit other entities to attach facilities on, within or overlashed to existing AT&T facilities without AT&T's prior written consent.*
- 47.4.7 *On a timely basis, U S WEST agrees to provide immediately necessary information, on a case-specific route basis, current detailed engineering and other plant records and drawings for specific requests for poles, ducts, conduit and ROW, including facility route maps at a city level, and the fees and expenses incurred in providing such records and drawings on the earlier of twenty (20) Business Days from AT&T request or the time within which U S WEST provides this information to itself or any other Person. If U S WEST is unable to provide this information within the twenty (20) day period, it shall immediately advise AT&T of the expected delay, the reason for such delay, and the expected date on which AT&T will receive the information requested. AT&T may request an earlier response time. Such information shall be of equal type and quality as that which is available to U S WEST's own engineering and operations staff. U S WEST shall also allow personnel designated by AT&T to jointly examine with U S WEST personnel, at no cost to AT&T for such personnel, such engineering records and drawings for a specific routing at U S WEST Central Offices and U S WEST Engineering Offices upon ten (10) days' written notice to U S WEST. U S WEST acknowledges that the request for information and the subject matter related to the request made under this Section shall be treated as Proprietary Information*
- 47.4.8 *U S WEST shall provide to AT&T a Single Point of Contact for negotiating all structure lease and ROW arrangements.*
- 47.4.9 *U S WEST shall provide information regarding the availability and condition of poles, ducts, conduit and ROW within five (5) Business Days of AT&T's request if the information then exists in U S WEST's records (a records based answer) and within twenty (20) Business Days of AT&T's request if U S WEST must physically examine the poles, ducts, conduits and ROW (a field based answer) ("Request"). AT&T shall have the option to be present at the field based survey and U S WEST shall provide AT&T at least twenty-four (24) hours' notice prior to the start of such field survey. During and after this period, U S WEST shall allow AT&T personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure. U S WEST shall send AT&T a written notice confirming availability pursuant to the Request within such twenty (20) day period ("Confirmation").*
- 47.4.10.²⁹
For the period beginning at the time of the Request and ending sixty (60) days following Confirmation, U S WEST shall reserve such poles, ducts, conduits and ROW for AT&T and shall not allow any use thereof by any Party, including U S WEST. AT&T shall elect whether or not to accept such poles, ducts, conduits and ROW within the sixty(60) day period following Confirmation. AT&T may accept such facilities by sending written notice to U S WEST ("Acceptance"). From the time of the Request pursuant to Section 47.4.9 above until sixty (60) days after Confirmation, U S WEST shall reserve any such requested poles, ducts, conduits and/or ROW for

²⁹ Per First Order at 40.
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AT&T's use, provided, however, that if another party makes a bona fide request in writing to use any such requested poles, ducts, conduits and/or ROW, including U S WEST, U S WEST shall so inform AT&T. U S WEST shall not allow the requesting party, including itself, to use the requested poles, ducts, conduits and/or ROW without first giving AT&T the right to continue its reservation of such poles, ducts, conduits and/or ROW by paying U S WEST a reservation fee in an amount to be mutually agreed for the right to continue its reservation.

47.4.10.1 Right of First Refusal. During the Reservation Period, if another party, including U S WEST, makes a bona fide request for the actual use which would commence during the reservation period of any poles, ducts, conduits or ROW that AT&T has previously reserved, AT&T shall have a "right of first refusal" over these facilities. If AT&T chooses to exercise this right, AT&T must do so within five (5) calendar days prior to the expiration of the Reservation Period, whichever occurs first.

47.4.11 Reservation. After Acceptance by AT&T, AT&T shall have six (6) months to begin attachment and/or installation of its facilities to the poles, ducts, conduit and ROW or request U S WEST to begin make ready or other construction activities. Any such construction, installation or make ready by AT&T shall be completed by the end of one (1) year after Acceptance. AT&T shall not be in default of the 6-month or 1-year requirement above if such default is caused in any way by any action, inaction or delay on the part of U S WEST or its Affiliates or subsidiaries.

47.4.12 Make Ready. U S WEST shall rearrange, modify and/or make ready existing poles, ducts, conduit and ROW where necessary and feasible to provide space for AT&T's requirements. However, U S WEST shall not be required to undertake any modification if AT&T requests a modification that U S WEST would not undertake for itself to increase capacity. In addition, U S WEST may offer AT&T an economically competitive alternative to modification to meet AT&T's request in lieu of actual modification.³⁰ Subject to the requirements above, the Parties shall endeavor to mutually agree upon the time frame for the completion of such work within five (5) days following AT&T's request; provided, however, that any such work required to be performed by U S WEST shall be completed within sixty (60) days or a reasonable period of time based on standard construction intervals in the industry, unless otherwise agreed by AT&T in writing.

47.4.13 New Construction. After Acceptance, U S WEST shall complete any new construction, relocation or installation of poles, ducts, conduits or ROW required to be performed by U S WEST or any U S WEST construction, relocation or installation requested by AT&T within a reasonable period of time based on standard construction intervals in the industry or sixty (60) days after obtaining all governmental authority or permits necessary to complete such construction, relocation or installation. If U S WEST anticipates that construction, relocation or installation will go beyond standard industry intervals or the sixty (60) day period,

³⁰ Per First Order at 41.
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U S WEST shall immediately notify AT&T and the Parties shall mutually agree on a completion date.

- 47.4.14 AT&T shall begin payment for the use of newly constructed poles, ducts, conduit, and ROW upon completion of such construction and installation and confirmation by appropriate testing methods that the facilities are in a condition ready to operate in AT&T's network or upon use (other than for testing) by AT&T, whichever is earlier.*
- 47.4.15 AT&T shall make payment for construction, relocation, rearrangements, modifications and make ready in accordance with Section 3.5 of Attachment 1 of this Agreement.*
- 47.4.16 [Intentionally left blank for numbering consistency]*
- 47.4.17 AT&T may, at its option, install its facilities on poles, ducts, conduit and ROW and use AT&T or AT&T designated personnel to attach its equipment to such U S WEST poles, ducts, conduits and ROW.*
- 47.4.18 If available, U S WEST shall provide AT&T space in manholes for racking and storage of cable and other materials as requested by AT&T.*
- 47.4.19 U S WEST shall rearrange, modify and/or make ready any conduit system or poles with retired cable by removing such retired cable from conduit systems or poles to allow for the efficient use of conduit space and pole space. Before denying access based on a lack of capacity, U S WEST must explore potential accommodations with AT&T.*
- 47.4.20 Where U S WEST has innerducts which are not, at that time, being used or are not reserved as emergency or maintenance spare in accordance with FCC rules and regulations, U S WEST shall offer such ducts for AT&T's use.*
- 47.4.21 Where a spare innerduct does not exist, U S WEST shall allow AT&T to install an innerduct in U S WEST conduit, at AT&T's cost and expense. U S WEST must review and approve any installation of innerduct in any U S WEST's duct prior to the start of construction. Such approval shall not be unreasonably delayed, withheld or conditioned. AT&T shall provide notice to U S WEST of any work activity not less than twenty-four (24) hours prior to the start of construction.*
- 47.4.22 Where U S WEST has any ownership or other rights to ROW to buildings or building complexes, or within buildings or building complexes, U S WEST shall offer such ROW to AT&T.*
- (a) Subject to the approval of the building owner, if required, the right to use any available space owned or controlled by U S WEST in the building or building complex to install AT&T equipment and facilities;*
 - (b) Subject to the approval of the building owner, if required, ingress and egress to such space; and*
 - (c) Subject to the approval of the building owner, if required, the right to use electrical power at parity with U S WEST's rights to such power.*

- 47.4.23 Whenever U S WEST intends to modify or alter any poles, ducts, conduits or ROW which contain AT&T's facilities, U S WEST shall provide written notification of such action to AT&T so that AT&T may have a reasonable opportunity to add to or modify its facilities. AT&T shall advise U S WEST, in writing, of its intentions to add or modify the facilities within fifteen (15) Business Days of U S WEST's notification. If AT&T adds to or modifies its facilities according to this paragraph, AT&T shall bear a proportionate share of the costs incurred by U S WEST in making such facilities accessible.
- 47.4.24 AT&T shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than AT&T, including U S WEST.
- 47.4.25 U S WEST shall maintain the poles, ducts, conduits and ROW at its sole cost. AT&T shall maintain its own facilities installed within the poles, ducts, conduits and ROW at its sole cost. In the event of an emergency, U S WEST shall begin repair of its facilities containing AT&T's facilities within a reasonable time frame based on industry standards or a time frame requested by AT&T. If U S WEST cannot begin repair within the requested time frame, upon notice and approval of U S WEST, which approval shall not be unreasonably withheld, AT&T may begin such repairs without the presence of U S WEST personnel. AT&T may climb poles and enter the manholes, handholds, conduits and equipment spaces containing U S WEST's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of U S WEST arrives ready to continue such repairs. For both emergency and non-emergency repairs, AT&T may use spare innerduct or conduits, including the innerduct or conduit designated by U S WEST as emergency spare for maintenance purposes; provided, however, that AT&T may only use such spare conduit or innerduct for a maximum period of ninety (90) days.
- 47.4.26 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, all parties shall share pro rata in costs for relocating the base conduit or poles and shall each pay its own cost of cable and installation of the facilities in the newly rebuilt U S WEST poles, ducts, conduits and ROW.

48. Bona Fide Request Process for Further Unbundling

- 48.1 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.
- 48.2 U S WEST shall use the Bona Fide Request Process ("BFR") process as described in this Section 48, 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 U S WEST to itself, its Affiliates, Customers, or end users may, at the discretion of AT&T, be subject to this BFR process.

- 48.3 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. AT&T may designate a Request as Confidential.
- 48.4 Within forty-eight (48) hours of receipt of a Request, U S WEST shall acknowledge receipt of the Request and review such Request for initial compliance with Subsection 48.3 above. In its acknowledgment, U S WEST shall advise AT&T of any missing information reasonably necessary to move the Request to the preliminary analysis described in Subsection 48.5 below.
- 48.5 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, U S WEST shall provide to AT&T a preliminary analysis of the Request. As reasonably requested by AT&T, U S WEST agrees to provide status updates to AT&T. U S WEST 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 U S WEST 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.
- 48.5.1 If U S WEST 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, U S WEST 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 but in no case later than ten (10) calendar days after making such determination.
- 48.5.2 If U S WEST 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, no later than ten (10) calendar days after making such determination.
- 48.5.3 Unless otherwise agreed to by the Parties, as soon as feasible, but no more than ninety (90) calendar days after U S WEST notifies AT&T that the Request is technically feasible, U S WEST 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 48.5.4 below, of the Interconnection or Network Element; or
 - (b) the payment for development costs, as appropriate pursuant to Section 48.5.4 below, of the Interconnection or Network Element and the applicable rates (recurring and nonrecurring), excluding the development costs.

- 48.5.4 *The choice of using either option (a) or (b) above shall be at U S WEST'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 U S WEST as a potential user) or where the requested quantity is insufficient to provide amortization.*
- 48.6 *If U S WEST 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.*
- 48.7 *If U S WEST 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.*
- 48.8 *If U S WEST 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 U S WEST's reasonable development costs of the Interconnection or Network Element up to the date of cancellation.*
- 48.9 *U S WEST 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 U S WEST has used option (b) above in its Request quote and U S WEST later determines that the Interconnection or Network Element requested in the Request is not technically feasible or otherwise does not qualify under the Act, U S WEST shall notify AT&T within ten (10) Business Days of making such determination and AT&T shall not owe any compensation to U S WEST 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 U S WEST.*
- 48.10 *To the extent possible, U S WEST will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR. In the event AT&T has submitted a Request for an Interconnection or a Network Element and U S WEST determines in accordance with the provisions of this Section 48 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 U S WEST has deployed an identical Network Element under a previous BFR, a subsequent BFR is not required. For purposes of this Section 48.10, 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 48.3 above.*
- 48.11 *In the event of a dispute under this Section 48, the Parties agree to seek expedited Commission resolution of the dispute, to be completed within twenty (20) days of U S WEST'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, Part A of this Agreement .*
- 48.12 *All time intervals within which a response is required from one Party to another under this Section 48 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.

49. Audit Process

- 49.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform up to three (3) Audits per 12-month period commencing with the Effective Date.
- 49.2 Upon thirty (30) days' written notice by the Requesting Party to the other Party (the "Audited Party"), the Requesting Party shall have the right, through its authorized representative, to make an Audit, during normal business hours, of any records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including appropriate access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 49.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extractions required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 49.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit. Notwithstanding the foregoing, the Audited Party shall pay all of the Requesting Party's external expenses (including, without limitation, the fees of any independent auditor), in the event an Audit results in an adjustment in the charges or in any invoice paid or payable by the Requesting Party hereunder in an amount that is, on an annualized basis, more than the greater of (a) one percent (1%) of the amount in dispute or (b) \$10,000.
- 49.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the Audited Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the original due date of the amount of dispute.
- 49.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise.
- 49.6 This Section 49 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.
- 49.7 All transactions under this Agreement which are over thirty-six (36) months old are no longer subject to Audit.
- 49.8 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 Audited 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 Audited Party. To the extent an Audit involves access to information of third parties, the Audited Party will aggregate such competitors' data before release to the Requesting Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Audited Party (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit.

- 49.9** An "Examination" shall mean an inquiry reasonably requested by either Party into a specific element of or process where the requesting Party raises a dispute concerning services performed by the other Party under this Agreement and such dispute has not been resolved through the escalation process described in this Agreement. Only that information that is necessary to resolve the dispute in issue must be provided in the course of an Examination and the total time involved in an Examination for each Party may not exceed three (3) people for three (3) days. Recognizing that Examinations are intended to be limited in scope, only the appropriate provisions of this Section 49 shall apply to Examinations, provided specifically that either Party may conduct only a total of nine (9) Examinations and Audits per year, with a maximum of three (3) Audits per year.

50. Miscellaneous Services

50.1 Basic 911 and E911 General Requirements

- 50.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to AT&T in accordance with the following:
- 50.1.2 Each Party will be responsible for those portions of the 911 System for which it has reasonable control, including any necessary maintenance to each Party's portion of the 911 System.
- 50.1.3 E911 shall provide additional routing flexibility for 911 calls. E911 shall use Customer data, contained in the Automatic Location Identification/Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point (PSAP) to route the call.
- 50.1.4 If available in the U S WEST network, U S WEST shall offer a third type of 911 service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local switch to the E911 Tandem.
- 50.1.5 Basic 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that U S WEST provides to its Customers for such similar functionality.
- 50.1.6 Basic 911 and E911 access from Local Switching shall be provided to AT&T in accordance with the following:

50.1.6.1 *U S WEST shall conform to all state regulations concerning emergency services.*

50.1.6.2 *For E911 provided to resold lines or in association with unbundled switching, U S WEST shall use its service order process to update and maintain Customer information in the ALI/DMS data base. Through this process, U S WEST shall provide and validate Customer information resident or entered into the ALI/DMS data base.*

50.1.7 *U S WEST shall provide for overflow 911 traffic consistent with U S WEST policy and procedure.*

50.1.8 *Basic 911 and E911 access from the AT&T local switch shall be provided to AT&T in accordance with the following:*

50.1.8.1 *If required by AT&T, U S WEST shall interconnect direct trunks from the AT&T network to the E911 Tandem for connection to the PSAP. Such trunks to the E911 Tandem may alternatively be provided by AT&T.*

50.1.8.2 *In government jurisdictions where U S WEST has obligations under existing agreements as the primary provider of the 911 System to the county, AT&T shall participate in the provision of the 911 System as follows:*

(a) *Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.*

(b) *U S WEST shall be responsible for maintaining the E-911 database.*

50.1.8.3 *If a third party is the primary service provider to a government agency, AT&T shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and AT&T are totally separate from this Agreement and U S WEST makes no representations on behalf of the third party.*

50.1.8.4 *If AT&T or an Affiliate is the primary service provider to a government agency, AT&T and U S WEST shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.*

50.1.8.5 *Interconnection and database access shall be priced as specified in Attachment 1 to this Agreement or at any rate charged to other interconnected carriers, whichever is lower.*

50.1.8.6 *AT&T will separately negotiate with each county regarding the collection and reimbursement to the county of applicable Customer taxes for 911 service.*

- 50.1.8.7 U S WEST shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 50.1.8.8 In a resale situation, where it may be appropriate for U S WEST to update the ALI database, U S WEST shall update such database with AT&T data in an interval no less than is experienced by U S WEST Customers, or than for other carriers, whichever is faster, at no additional cost.
- 50.1.9 The following are Basic 911 and E911 Database Requirements:
- 50.1.9.1 The ALI database shall be managed by U S WEST, but is the property of U S WEST and any participating telephone company and CLEC for those records provided by the company.
- 50.1.9.2 U S WEST, or its agent, will be responsible for maintaining the E-911 Database. U S WEST, or its agent, will provide a copy of the Master Street Address Guide ("MSAG"), and periodic updates, to AT&T.
- 50.1.9.3 Copies of the MSAG shall be provided within twenty-one (21) calendar days from the time requested and shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.
- 50.1.9.4 AT&T assumes all responsibility for the accuracy of the data that AT&T provides to U S WEST for MSAG preparation and E-911 Database operation.
- 50.1.9.5 AT&T shall be solely responsible for providing AT&T database records to U S WEST for inclusion in U S WEST's ALI database on a timely basis.
- 50.1.9.6 AT&T will provide end user data to the U S WEST ALI database that are Master Street Address Guide (MSAG) valid.
- 50.1.9.7 AT&T will update its end user records provided to the U S WEST ALI database to agree with the 911 MSAG standards for its service areas.
- 50.1.9.8 U S WEST and AT&T shall arrange for the automated input and periodic updating of the E911 database information related to AT&T end users for resold lines in accordance with Section 10.1 of Attachment 2 to this Agreement. AT&T may request, through the BFR process, similar arrangements for AT&T customers served on a non-resale basis. U S WEST will furnish AT&T any variations to NENA recommendations required for ALI database input. The cost of magnetic tape transfer shall be borne by AT&T.
- 50.1.9.9 U S WEST and AT&T shall arrange for the automated input and periodic updating of the E911 database information related to AT&T end users. For resold services, U S WEST shall work cooperatively with AT&T to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). For AT&T's

customers served by unbundled Network Elements or through AT&T's own facilities, AT&T shall ensure the accuracy of its 911 data by verifying it against the MSAG.

- 50.1.9.10 AT&T shall assign an E911 database coordinator charged with the responsibility of forwarding AT&T end user ALI record information to U S WEST or via a third-party entity, charged with the responsibility of ALI record transfer. AT&T assumes all responsibility for the accuracy of the data that AT&T provides to U S WEST.
- 50.1.9.11 The Parties shall maintain a single point of contact to coordinate all E911 activities under this Agreement.
- 50.1.9.12 For resold services, AT&T shall provide information on new Customers to U S WEST within one (1) Business Day of the order completion. U S WEST shall update the database within two (2) Business Days of receiving the data from AT&T. If U S WEST detects an error in the AT&T provided data, the data shall be returned to AT&T within two (2) Business Days from when it was provided to U S WEST. AT&T shall respond to requests from U S WEST to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly. AT&T may request, through the BFR process, similar services from U S WEST for their customers who are served on a non-resale basis.
- 50.1.9.13 The Parties will cooperate to implement the adoption of a Carrier Code (NENA standard five-character field) on all ALI records received from AT&T, when those standards, NENA-02-00N, are adopted by the industry standards process. U S WEST will furnish AT&T any variations from NENA recommendations required for ALI database input. The Carrier Code will be used to identify the carrier of record in INP configurations.
- 50.1.9.14 AT&T will provide end user data to the U S WEST ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, and Recommended Standard For Street Thoroughfare Abbreviations and Protocols For Data Exchange and Data Quality utilizing NENA Recommended Formats for Data Exchange document dated June 1993.
- 50.1.9.15 U S WEST shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.
- 50.1.9.16 U S WEST will provide AT&T with the identification of the U S WEST 911 controlling office that serves each geographic area served by AT&T.
- 50.1.9.17 U S WEST shall provide to AT&T, for AT&T Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") for resold lines. U S WEST shall provide and validate AT&T Customer

information to the PSAP in the same fashion as it does for its own Customers. U S WEST shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS used to support E911/911 services. AT&T may request, through the BFR process, similar services from U S WEST for their customers who are served on a non-resale basis.

50.1.9.18 AT&T exchanges to be included in U S WEST's E911 Database will be indicated via written notice and will not require an amendment to this Agreement.

50.1.10 The following are Basic 911 and E911 Network Requirements:

- 50.1.10.1 U S WEST, at AT&T option, shall provide a minimum of two (2) E911 trunks per jurisdictional area, or that quantity which will maintain P.01 transmission grade of service, or the level of service provided by U S WEST to itself, whichever is the higher grade of service. These trunks will be dedicated to routing 911 calls from AT&T switch to a U S WEST E911 tandem.
- 50.1.10.2 U S WEST shall provide AT&T a data link to the ALI/DMS database or permit AT&T to provide its own data link to the ALI/DMS database. U S WEST shall provide error reports from the ALI/DMS database to AT&T immediately after AT&T inputs information into the ALI/DMS database. Alternately, AT&T may utilize U S WEST or a third party entity to enter Customer information into the database on a demand basis, and validate Customer information on a demand basis.
- 50.1.10.3 U S WEST shall provide the selective routing of E911 calls received from AT&T switching office. This includes the ability to receive the ANI of the AT&T Customer, selectively route the call to the appropriate PSAP, and forward the Customer's ANI to the PSAP. U S WEST shall provide AT&T with the appropriate CLLI codes and specifications regarding the tandem serving area associated addresses and meet points in the network.
- 50.1.10.4 Copies of E911 Tandem Boundary Maps shall be available to AT&T. Each map shows the areas served by that E91 tandem. The map provides AT&T the information necessary to set up its network to route E911 callers to the correct E911 tandem.
- 50.1.10.5 AT&T shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. AT&T shall also ensure that its switch provides the line number of the calling station. In the event of a change in industry standards, the Parties shall cooperate to incorporate the changed standards in their respective networks.
- 50.1.10.6 Each ALI discrepancy report shall be jointly researched by U S WEST and AT&T. Corrective action shall be taken immediately by the responsible party.

- 50.1.10.7 *Technical specifications for E911 network interface are available through U S WEST technical publication 77338. Technical specifications for database loading and maintenance are available through the third party database manager -- SCC.*
- 50.1.10.8 *U S WEST shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. U S WEST must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).*
- 50.1.10.9 *U S WEST shall identify any special operator-assisted calling requirements to support 911.*
- 50.1.10.10 *Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.*
- 50.1.10.11 *Circuits shall have interoffice, loop and carrier system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.*
- 50.1.10.12 *Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual circuit level. Monitoring shall be conducted by U S WEST for trunks between the tandem and all associated PSAPs.*
- 50.1.10.13 *Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.*
- 50.1.10.14 *All 911 trunks must adhere to the Americans with Disabilities Act requirements.*
- 50.1.10.15 *The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.*
- 50.1.10.16 *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 U S WEST for the 911 call delivery.*

50.1.11 Basic 911 and E911 Additional Requirements

- 50.1.11.1 *All AT&T lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. U S WEST shall send both the ported number and the AT&T number (if both are received from AT&T). The*

PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

- 50.1.11.2 U S WEST shall work with the appropriate government agency to provide AT&T the ten-digit POTS number of each PSAP which subtends each U S WEST E911 Tandem to which AT&T is interconnected.*
- 50.1.11.3 U S WEST will provide AT&T with the ten-digit telephone numbers of each PSAP agency, for which U S WEST 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."*
- 50.1.11.4 AT&T will provide U S WEST with the ten-digit telephone numbers of each PSAP agency, for which AT&T provides the 911 function, to be used by U S WEST operators for handling emergency calls in those instances where the U S WEST Customer dials "O" instead of "911."*
- 50.1.11.5 U S WEST shall notify AT&T forty-eight (48) hours in advance of any scheduled testing or maintenance affecting AT&T 911 service, and provide notification as soon as possible of any unscheduled outage affecting AT&T 911 service.*
- 50.1.11.6 AT&T shall be responsible for reporting all errors, defects and malfunctions to U S WEST. U S WEST shall provide AT&T with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.*
- 50.1.11.7 AT&T may enter into subcontracts with third parties, including AT&T affiliates, for the performance of any of AT&T duties and obligations stated herein.*
- 50.1.11.8 U S WEST shall provide sufficient planning information regarding anticipated moves to SS7 signaling for the next twelve (12) months.*
- 50.1.11.9 U S WEST shall provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.*
- 50.1.11.10 U S WEST shall provide "reverse ALI" inquiries by public safety entities, consistent with U S WEST's practices and procedures.*
- 50.1.11.11 U S WEST shall manage NPA splits by populating the ALI database with the appropriate new NPA codes, consistent with U S WEST's practices and procedures for resold services.*
- 50.1.11.12 U S WEST must provide the ability for AT&T to update 911 database with end user information for lines that have been ported via INP or NP.*
- 50.1.11.13 The data in the ALI database shall be managed by U S WEST but is the property of U S WEST and all participating telephone companies.*

50.1.12 Performance Criteria. E-911 Database accuracy shall be as set forth below:

- 50.1.12.1 Accuracy of ALI (Automatic Location Identification) data submitted by AT&T to U S WEST will be measured jointly by the PSAPs and U S WEST. All such reports shall be forwarded to AT&T by U S WEST and will indicate incidents when incorrect or no ALI data is displayed. A report regarding any inaccuracy shall be prepared by U S WEST.
- 50.1.12.2 Each discrepancy report will be jointly researched by U S WEST and AT&T. Corrective action will be taken immediately by the responsible party.
- 50.1.12.3 Each party will be responsible for the accuracy of the Customer records it provides.

50.2 Directory Assistance Service

- 50.2.1 U S WEST shall provide for the routing of Directory Assistance calls, including but not limited to 411, 555-1212, NPA-555-1212 dialed by AT&T Customers directly to either the AT&T Directory Assistance service platform or U S WEST Directory Assistance service platform as specified by AT&T.
- 50.2.2 AT&T Customers shall be provided the capability by U S WEST to dial the same telephone numbers for access to AT&T Directory Assistance that U S WEST Customers use to access U S WEST Directory Assistance.
- 50.2.3 U S WEST shall provide Directory Assistance functions and services to AT&T for its Customers as described below until, at AT&T's discretion, U S WEST routes calls to the AT&T Directory Assistance Services platform.
 - 50.2.3.1 U S WEST agrees to provide AT&T Customers with the same Directory Assistance service available to U S WEST Customers.
 - 50.2.3.2 U S WEST shall notify AT&T in advance of any changes or enhancements to its Directory Assistance Service, and shall make available such service enhancements on a non-discriminatory basis to AT&T.
 - 50.2.3.3 U S WEST shall provide Directory Assistance to AT&T Customers in accordance with U S WEST's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.
 - 50.2.3.4 U S WEST shall provide AT&T with the same level of support for the provisioning of Directory Assistance as U S WEST provides itself.
 - 50.2.3.5 Service levels shall comply, at a minimum, with Commission requirements for Directory Assistance.
 - 50.2.3.6 U S WEST agrees to maintain an adequate operator work force based on a review and analysis of actual call attempts and abandonment rate.

- 50.2.3.7 *In the event that AT&T becomes aware of complaints or concerns about Directory Assistance services provided by U S WEST pursuant to this Agreement, AT&T shall be entitled, upon written notice to U S WEST, to retain a mutually acceptable independent third party to monitor Directory Assistance services. Subject to the provisions of applicable U S WEST collective bargaining agreements, the third party retained by AT&T shall be entitled to participate in call monitoring activities available to U S WEST and to remote call monitor for the express purpose of investigating the complaints or concerns. The written request from AT&T shall specify the nature of the complaints or concerns, the limited period for which call monitoring is being requested, and the identity of the third party that is to perform such activities. The third party retained by AT&T shall limit its report to AT&T to information relating only to the complaints or concerns giving rise to the call monitoring program or any issues identified by the third party during the course of the call monitoring program that concern services provided to AT&T and its end users. In addition, AT&T is entitled at any time during the course of this Agreement to place test calls into U S WEST Directory Assistance service offices similar to end user calls to monitor test quality. It is expressly understood that U S WEST will not be required to add recorded announcements specifically to allow for third party call monitoring if U S WEST does not make such announcements for itself.*
- 50.2.3.8 *U S WEST shall provide the following minimum Directory Assistance capabilities to AT&T Customers:*
- (a) *A maximum of two (2) Customer listings and/or addresses or U S WEST parity per AT&T Customer request.*
 - (b) *Name and address to AT&T Customers upon request, except for unlisted numbers, in the same states where such information is provided to U S WEST Customers.*
 - (c) *For AT&T customers who are served exclusively through resold U S WEST retail services, AT&T may resell U S WEST's Directory Assistance call completion services to the extent U S WEST offers call Directory Assistance completion to its own end users. For AT&T customers who are served from an AT&T switch, AT&T may request Directory Assistance call completion services through the BFR process. Such BFR process shall address the identification of the AT&T end user at the U S WEST Directory Assistance platform for purposes of routing and billing of intraLATA and interLATA toll calls.*
 - (d) *The U S WEST mechanized interface with the U S WEST subscriber listing database is not available for AT&T as of the Effective Date of this Agreement. When the mechanized interface is available, U S WEST will populate the Directory Assistance database in the same manner and in the same time frame as for U S WEST Customers.*

- (e) Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for AT&T Customers as for U S WEST Customers.
- (f) When an AT&T Customer served on a resale or unbundled switching basis requests a U S WEST Directory Assistance operator to provide instant credit on a Directory Assistance call, the U S WEST Directory Assistance operator shall inform the AT&T Customer to call an 800 number for AT&T Customer service to request a credit. The accurate identification of AT&T as the customer's local service provider by the U S WEST Directory Assistance operator requires the use of separate AT&T trunks to the Directory Assistance Platform.

50.2.3.9 For resold lines and unbundled switching, U S WEST shall provide data regarding billable events as requested by AT&T.

50.2.3.10 U S WEST agrees to (a) provide to AT&T operators, on line access to U S WEST's Directory Assistance database equivalent to the access provided to U S WEST operators; (b) allow AT&T or an AT&T designated operator bureau to license U S WEST's subscriber listings database on terms and conditions equivalent to the terms and conditions upon which U S WEST utilizes such databases; and (c) in conjunction with branded or unbranded Directory Assistance services pursuant to Section 8 of this Part A, provide caller-optional Directory Assistance call completion service which is comparable in every way to the Directory Assistance call completion service U S WEST makes available to its own users. AT&T may, at its option, request U S WEST not to provide call completion services to AT&T.

50.2.3.11 In addition to charges for Directory Assistance, when call completion for an intraLATA toll call is requested, the applicable charge for the completion of such intraLATA toll call will apply.

50.3 Operator Services

- 50.3.1 U S WEST shall provide, for the routing of local Operator Services calls (including, but not limited to, 0+, 0-) dialed by AT&T Customers directly to either the AT&T Operator Service platform or U S WEST Operator Service platform as specified by AT&T.
- 50.3.2 AT&T Customers shall be provided the capability by U S WEST to dial the same telephone numbers to access AT&T Operator Service that U S WEST Customers dial to access U S WEST Operator Service.
- 50.3.3 U S WEST shall provide Operator Services to AT&T as described below until, at AT&T's discretion, U S WEST routes calls to the AT&T local Operator Services platform.

50.3.3.1 U S WEST agrees to provide AT&T Customers the same Operator Services available to U S WEST Customers. U S WEST shall make available its service enhancements on a non-discriminatory basis.

50.3.3.2 U S WEST shall provide the following minimum Operator Service capabilities to AT&T Customers:

- (a) U S WEST shall complete 0+ and 0- dialed local calls, including O-Coin, Automatic Coin Telephone Service (ACTS) and the completion of coin calls, the collection of coins, and the provision of coin rates.
- (b) U S WEST shall complete 0+ intraLATA and, when offered, interLATA toll calls. The Parties will cooperate to develop industry standards to include the end user's PIC in Operator Services signaling and the development of associated routing procedures.
- (c) U S WEST shall complete calls for AT&T's Customers that are billed to calling cards and other commercial cards on the same basis as provided to U S WEST own customers and AT&T shall designate to U S WEST the acceptable types of special billing.
- (d) U S WEST shall complete person-to-person calls.
- (e) U S WEST shall complete collect calls.
- (f) U S WEST shall provide the capability for callers to bill to a third party and complete such calls.
- (g) U S WEST shall complete station-to-station calls.
- (h) U S WEST shall process emergency calls.
- (i) U S WEST shall process Busy Line Verify and Busy Line Interrupt requests.
- (j) U S WEST shall process emergency call trace in accordance with its normal and customary procedures.
- (k) U S WEST shall process operator-assisted Directory Assistance calls.
- (l) U S WEST operators shall provide AT&T Customers with long distance rate quotes to the extent U S WEST provides such rate quotes to its own end users. Based on technology available as of the Effective Date of this Agreement, the provision of rate quotes to AT&T Customers requires a separate AT&T trunk group to the U S WEST Operator Services platform to identify the caller as an AT&T Customer.

- (m) *U S WEST operators shall provide AT&T Customers with time and charges to the extent U S WEST provides such time and charges to its own end users. Based on technology available as of the Effective Date of this Agreement, the provision of time and charges to AT&T Customers requires a separate AT&T trunk group to the U S WEST Operator Services platform to identify the caller as an AT&T Customer.*
- (n) *U S WEST shall route 0- traffic to a "live" operator team.*
- (o) **When an AT&T customer requests a U S WEST operator to provide instant credit on an Operator Services call, the U S WEST operator will record this request, similar to the way U S WEST records such requests for its own customers. In cases where AT&T has purchased U S WEST Operator Services at a discounted retail rate, U S WEST shall provide instant credit on the same basis that it would provide such credit to its own customers. In all other cases, U S WEST's liability for credits to AT&T shall be as provided in Section 19 of this Part A.**³¹
- (p) *U S WEST shall provide caller assistance for the disabled in the same manner as provided to U S WEST Customers.*
- (q) *When available to U S WEST end users, U S WEST shall provide operator-assisted conference calling to AT&T.*

- 50.3.3 *U S WEST shall exercise at least the same level of fraud control in providing Operator Service to AT&T that U S WEST provides for its own Operator Service, where the AT&T fraud control data is in U S WEST's LIDB database.*
- 50.3.4 *U S WEST shall perform billed number screening when handling collect, third party, and calling card calls, both for station to station and person to person call types.*
- 50.3.5. *In the event that AT&T becomes aware of complaints or concerns about Operator Services provided by U S WEST pursuant to this Agreement, AT&T shall be entitled, upon written notice to U S WEST, to retain a mutually acceptable independent third party to monitor Operator Services. Subject to the provisions of applicable U S WEST collective bargaining agreements, the third party retained by AT&T shall be entitled to participate in call monitoring activities available to U S WEST and to remote call monitor for the express purpose of investigating the complaints or concerns. The written request from AT&T shall specify the nature of the complaints or concerns, the limited period for which call monitoring is being requested, and the identity of the third party that is to perform such activities. The third party retained by AT&T shall limit its report to AT&T to information relating only to the complaints or concerns giving rise to the call monitoring program or any issues identified by the third party during the course of the call monitoring program that concern services provided to AT&T and its end users. In addition, AT&T is entitled at any time during the course of this Agreement to place test calls into U S WEST Operator Service offices similar to*

³¹ Third Order, at pp. 6-7.

end user calls to monitor test quality. It is expressly understood that U S WEST will not be required to add recorded announcements specifically to allow for third party call monitoring if U S WEST does not make such announcements for itself.

- 50.3.6 U S WEST shall direct Customer account and other similar inquiries to the Customer service center designated by AT&T.*
- 50.3.7 U S WEST shall provide an electronic feed of Customer call records in "EMR" format to AT&T in accordance with the time schedule mutually agreed between the Parties.*
- 50.3.8 U S WEST shall update the Line Information Data Base ("LIDB") for AT&T Customers. Additionally, U S WEST must provide access to LIDB for validation of collect, third party billed, and LEC card billed calls.*
- 50.3.9 Where INP is deployed and when a BLV/BLI request for a ported number is directed to a U S WEST operator and the query is not successful (i.e., the request yields an abnormal result), AT&T may request, through the BFR process, that the operator confirm whether the number has been ported and direct the request to the appropriate operator.*
- 50.3.10 U S WEST shall allow AT&T to order provisioning of Telephone Line Number ("TLN") calling cards and BNS,, in its LIDB, for ported numbers, as specified by AT&T. U S WEST shall continue to allow AT&T access to its LIDB.*
- 50.3.10 Toll and Assistance ("T/A") refers to functions Customers associate with the "O" operator. Subject to availability and capacity, access may be provided via Operator Services trunks purchased from U S WEST or provided by AT&T via collocation arrangements to route calls to AT&T's platform.*
- 50.3.12 Automated Branding - ability to announce the carrier's name to the Customer during the introduction of the call.*
- 50.3.13 Interconnection to the U S WEST Toll and Assistance Operator Services from an end office to U S WEST T/A is technically feasible at least at three (3) 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.*
- 50.3.14 All trunk interconnections will be digital.*
- 50.3.15 The technical requirements of Operator Services type trunks and the circuits to connect the operator positions to the host are covered in the Operator Services Switching Generic Requirements ("OSSGR") Bellcore Document number FR-NWT-000271.*
- 50.3.16 Busy Line Verify and Interrupt*

- 50.3.16.1 *At the request of AT&T operators or Customers, U S WEST operators will perform Busy Line Verify ("BLV") and/or Busy Line Interrupt ("BLI") operations where such capacity exists.*
- 50.3.16.2 *When possible and where consistent with the service U S WEST provides to its own Customers and/or end users, U S WEST shall engineer its BLV/BLI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. AT&T may, from time to time, provide its anticipated volume of BLV/BLI requests to U S WEST. In those instances when failures occur to significant portions of the BLV/BLI systems and databases and those systems and databases become unavailable, U S WEST shall promptly Inform AT&T.*
- 50.3.16.3 *BLV is performed when one Party's Customer requests assistance from the other Party's operator or operator bureau to determine if the called line is in use; provided, however, that the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one (1) BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.*
- 50.3.16.4 *BLI is performed when one Party's Customer requests assistance from the other Party's operator bureau to interrupt 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 BLI request. The operator bureau will make only one (1) BLI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.*
- 50.3.16.5 *Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.*
- 50.3.16.6 *Each Party shall route BLV/BLI Traffic inquiries over direct trunks between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLI trunks over the Interconnection architecture defined in Attachment 4 to this Agreement.*

50.4 Directory Assistance and Listings Service Requests

50.4.1 *These requirements pertain to U S WEST's Directory Assistance and Listings Service Request process that enables AT&T to (a) submit AT&T Customer information for inclusion in U S WEST Directory Assistance and Directory Listings databases; (b) submit AT&T Customer information for inclusion in published directories; and (c) provide AT&T Customer delivery address information to enable U S WEST to fulfill directory distribution obligations.*

50.4.1.1 *[Intentionally left blank for numbering consistency.]*

50.4.1.2 U S WEST will accept the following Directory Listing Migration Orders from AT&T, valid under all access methods, including, but not limited to, Resale, Unbundled Network Elements and facilities-Based, and will process the orders in a mechanized format:

- (a) *Migrate with no Changes: Maintain all directory listings for the Customer in both Directory Assistance and Directory Listing. Transfer ownership and billing for listings to AT&T.*
- (b) *Migrate with Additions: Maintain all directory listings for the Customer in both Directory Assistance and Directory Listing. Incorporate the specified additional listings order. Transfer ownership and billing for the listings to AT&T.*
- (c) *Migrate with Deletions: Maintain all directory listings for the Customer in both Directory Assistance and Directory Listing. Delete the specified listings from the listing order. Transfer ownership and billing for the listings to AT&T.*

50.4.1.3 The Directory Listings Migration Options should not be tied to migration options specified for a related service order (if any) such that a service order specified as migration with changes may be submitted along with a directory listing order specified as migration with no changes.

50.4.1.4 U S WEST shall enable AT&T to electronically transmit multi-line listing orders.

50.4.1.5 U S WEST agrees to work cooperatively with AT&T to define specifications for, and implement a daily summary report of, Directory Service Requests. The summary information will include, but is not limited to, the following information:

- (a) *White page listings text and format (name, address, phone, title, designation, extra line requirements)*
- (b) *Listing Instruction codes*

50.4.1.6 To ensure accurate order processing, U S WEST shall provide to AT&T the following information, with updates within one (1) Business Day of change and via electronic exchange:

- (a) *A matrix of NXX to central office*
- (b) *Geographical maps, if available, of U S WEST service area*
- (c) *A description of calling areas covered by each directory, including, but not limited to, maps of calling areas and matrices depicting calling privileges within and between calling areas*
- (d) *Listing format rules*
- (e) *Listing alphabetizing rules*

(f) *Standard abbreviations acceptable for use in listings and addresses*

(g) *Titles and designations*

50.4.1.7 *Based on changes submitted by AT&T, U S WEST shall update and maintain Directory Assistance and Directory Listings data for AT&T Customers who:*

(a) *Disconnect Service*

(b) *Change carrier*

(c) *Install Service*

(d) *Change any service which affects Directory Assistance information*

(e) *Specify Non-Solicitation*

(f) *Are Non-Published, Non-Listed, or Listed*

50.4.1.8 *U S WEST shall not charge for storage of AT&T Customer information in the Directory Assistance and Directory Listing systems.*

50.4.1.9 *AT&T shall not charge for storage of U S WEST Customer information in the Directory Assistance and Directory Listing systems.*

50.5 *Directory Assistance Data*

50.5.1 *This Section refers to the residential, business, and government Customer records used by U S WEST to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance data is information that enables telephone exchange carriers to swiftly and accurately respond to requests for directory information, including, but not limited to, name, address and phone numbers. Under the provisions of the Act and the FCC Interconnection Order, U S WEST shall provide unbundled and non-discriminatory access to the residential, business and government Customer records used by U S WEST to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. **AT&T may combine this element with any other Network Element for the provision of any Telecommunications Service.**³²*

50.5.2 *U S WEST shall provide an initial load of Customer records and Customer list information to AT&T, in a mutually-agreed-to format, via electronic transfer, within thirty (30) calendar days of the Effective Date of this Agreement. The initial load shall include all data resident in the U S WEST Databases and/or systems used by U S WEST for housing Directory Assistance data and/or Customer listing data. In*

³² Per Order 27236 at p.8

addition, the initial load shall be current as of the prior Business Day on which the initial load is provided.

- 50.5.3 U S WEST shall provide AT&T daily updates to the Customer records and Customer list information in a mutually-agreed-to format via electronic transfer.
- 50.5.4 U S WEST shall provide the ability for AT&T to electronically query the U S WEST Directory Assistance database and listings database in a manner at least consistent with and equal to that which U S WEST provides to itself or any other Person.
- 50.5.5 U S WEST shall provide AT&T a complete list of ILECs, CLECs, and independent telephone companies that provided data contained in the database.
- 50.5.6 On a daily basis, U S WEST shall provide updates (end user and mass) to the Listing information via electronic data transfer. Updates shall be current as of one (1) Business Day prior to the date provided to AT&T.
- 50.5.7 U S WEST shall provide AT&T access to Directory Assistance support databases. For example, AT&T requires access to use restriction information including, but not limited to, call completion.
- 50.5.8 Directory Assistance data shall specify whether the Customer is a residential, business, or government Customer. Additionally, data must include all levels of indentation and all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below.
- 50.5.9 Directory Assistance data shall be provided on the same terms, conditions, and rates that U S WEST provides such data to itself or other third parties.
- 50.5.10 U S WEST shall provide complete refresh of the Directory Assistance data upon request by AT&T.
- 50.5.11 U S WEST and AT&T will cooperate in the designation of a location at which the data will be provided.

51. Unused Transmission Media

51.1 Definitions

- 51.1.1 *Unused Transmission Media is physical inter-office transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable) which have no lightwave or electronic transmission equipment terminated to such media to operationalize transmission capabilities.*
- 51.1.2 *Dark fiber is excess fiber optic cable which has been placed in a network and is not currently being lit by electronics from any carrier. Dark Fiber, one type of Unused Transmission Media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber which may or may not have lightwave repeater (regenerator or optical amplifier) equipment interspliced, but which has no line terminating facilities terminated to such strands. Unused Transmission Media also includes unused wavelengths within a fiber strand for purposes of coarse or dense wavelength division multiplexed (WDM) applications. Typical single wavelength*

transmission involves propagation of optical signals at single wavelengths (1.3 or 1.55 micron wavelengths). In WDM applications, a WDM device is used to combine optical signals at different wavelengths on to a single fiber strand. The combined signal is then transported over the fiber strand. For coarse WDM applications, one (1) signal each at 1.3 micron and 1.55 micron wavelength are combined. For dense WDM applications, many signals in the vicinity of 1.3 micron wavelength and/or 1.55 micron wavelength are combined.

51.2 While U S WEST is not required to provide Unused Transmission Media, AT&T may, subject to the agreement of U S WEST, lease copper twisted pairs, coaxial cable or other Unused Transmission Media.

51.3 Requirements

51.3.1 Subject to Section 51.2 above, U S WEST shall make available Unused Transmission Media to AT&T under a lease agreement or other arrangement.

51.3.2 U S WEST shall provide a single point of contact for negotiating all Unused Transmission Media use arrangements.

51.3.3 AT&T may test the quality of the Unused Transmission Media to confirm its usability and performance specifications.

51.3.4 Where Unused Transmission Media is required to be offered or is agreed to be offered by U S WEST, U S WEST shall provide to AT&T information regarding the location, availability and performance of Unused Transmission Media within ten (10) Business Days for a records based answer and twenty (20) Business Days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, U S WEST shall send written or electronic confirmation or any other method of notification agreed to by the Parties of availability of the Unused Transmission Media ("Confirmation").

51.3.5 Where Unused Transmission Media is required to be offered or is agreed to be offered by U S WEST, U S WEST shall make Unused Transmission Media available for AT&T's use in accordance with the terms of this Section 51 within twenty (20) Business Days or a reasonable time frame consistent with industry standards after it receives written acceptance from AT&T that the Unused Transmission Media is wanted for use by AT&T. Splicing of AT&T fiber may be performed at the same points that are available for U S WEST splices.

51.4 Requirements Specific to Dark Fiber

51.4.1 AT&T may test Dark Fiber leased from U S WEST using AT&T or AT&T designated personnel subject to Section 51.2. U S WEST shall provide appropriate interfaces to allow testing of Dark Fiber. U S WEST shall provide an excess cable length of twenty-five (25) feet minimum, where available, for fiber in underground conduit. U S WEST shall provide splicing of AT&T fiber to U S WEST Dark Fiber under normal circumstances (e.g., no construction) in metropolitan areas within seventeen (17) calendar days of AT&T's request, and within thirty (30) calendar days of a request in a non-metropolitan area. AT&T may request expedited splicing, which shall be subject to available U S WEST resources.

51.4.2 For WDM applications, U S WEST shall provide to AT&T an interface to an existing WDM device or allow AT&T to install its own WDM device (where sufficient system loss margins exist or where AT&T provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.

51.5 [Intentionally left blank for numbering consistency.]

51.6 Portions of the bandwidth of the fiber may be sectioned and AT&T may share the bandwidth with U S WEST and other CLECs. **U S WEST may not deny access to interconnection or any unbundled network element on the basis of technical feasibility or capacity limitation, where such unfeasibility or capacity may be eliminated by making any existing dark fiber capable of operation.**³³

52. Service Standards

52.1 U S WEST shall provide to AT&T service that is equal to that which U S WEST provided to itself or to its Affiliates. U S WEST and AT&T agree to amend this Section and 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, U S WEST will provide to AT&T performance standard reports that U S WEST prepares for itself or can reasonably develop. **AT&T may request any additional reports, provided that it pays U S WEST's efficient incremental costs for providing these additional reports**³⁴. 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 service parity levels at any predetermined level,**³⁵ **nor will any performance penalties or credits be included in this Agreement except as the Parties may otherwise agree.**³⁶

53. Entire Agreement

53.1 This Agreement shall include the Attachments, Appendices and other documents referenced herein all of which are hereby incorporated by reference, and 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.

53.2 If a provision contained in any U S WEST tariff conflicts with any provision of this Agreement, the provision of this Agreement shall control, unless otherwise ordered by the FCC or the Commission.

54. Reservation of Rights

54.1 The Parties acknowledge that the terms of this Agreement were established pursuant to an order of the Commission. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to this Agreement (or the order approving this

³³ Per First Order at 10; Second Order at 7.

³⁴ Per First Order at p. 47.

³⁵ Per First Order at p. 46.

³⁶ Per First Order at p. 48.

Agreement) as permitted by applicable law. By signing this Agreement, neither Party waives its right to pursue such a challenge.

- 54.2 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.

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

Name Printed/Typed

Title

Title

Date

Date

**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.*

ATTACHMENT 1
RATES and CHARGES
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APPENDIX A – Price List

RATES and CHARGES

1. **General Principles**
 - 1.1 *All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the rules and regulations of the FCC, or the Commission's rules and regulations.*
 - 1.2 *Except as otherwise specified in this Agreement, as approved or ordered by the Commission, or as agreed to by the Parties through good faith negotiations, nothing in this Agreement shall prevent a Party through the dispute resolution process described in this Agreement from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.*
2. **Resale Rates and Charges**
 - 2.1 **U S WEST is permitted to charge a Customer Transfer Charge ("CTC") for resale customers switching to AT&T as set forth in Appendix A to this Attachment 1.³⁷**
 - 2.2 **The Parties shall apply resale discount rates for resold Southern Idaho retail services and resold Northern Idaho retail services as set forth in Appendix A to this Attachment 1.³⁸**

³⁷ Per Second Order at 20.

³⁸ Per Second Order at 20.

- 2.3 *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 upon the new tariff rates less the applicable wholesale discount as agreed to herein. The new rate will be effective upon the tariff effective date.*
- 2.4 *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 or as found in the applicable tariffs also apply.*
- 2.5 *AT&T will pay to U S WEST the PIC change charge without discount associated with AT&T end user changes of interexchange or intraLATA carriers.*
- 2.6 *AT&T agrees to pay U S WEST at the wholesale discount rate when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). U S WEST shall provide AT&T with detailed billing information per applicable OBF standards unless otherwise agreed to by the Parties as necessary to permit AT&T to bill its end users such charges.*
- 2.7 *[Intentionally left blank for numbering consistency]*
- 2.8 *Nonrecurring charges will be billed as approved by the Commission.*
- 2.9 *[Intentionally left blank for numbering consistency]*
- 2.10 *[Intentionally left blank for numbering consistency]*
- 2.11 *Resale prices shall be wholesale rates determined on the basis of retail rates charged to subscribers for the Telecommunications Service requested, excluding the portion thereof attributable to any marketing, billing, collection and other costs that will be avoided by U S WEST, as specified in the Act, by the FCC and/or the Commission As an interim measure, **U S WEST shall be obligated to offer its volume and term discount service plans to AT&T at a lesser discount than the wholesale discount, calculated as the full discount less the percentage thereof that is attributable to avoided billing and customer service costs, provided that AT&T complies with the volume and term requirements contained therein.**³⁹ These prices are as set forth in Appendix A.*
- 2.12 *U S WEST shall bill AT&T and AT&T is responsible for all applicable charges for Resale Services. AT&T shall be responsible for all charges associated with services that AT&T resells to an end user.*

3. Construction and Implementation Costs

AT&T proposed language

- 3.1 **U S WEST may assess AT&T up-front, nonrecurring charges for construction costs associated with a service if U S WEST assesses its own end users such charges for similar construction pursuant to U S WEST's tariffs. If AT&T requests a particularly extensive or risky form of construction that U S WEST can demonstrate was not**

³⁹ Per First Order at 16.
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contemplated when the applicable tariff was filed and approved or allowed to go into effect, U S WEST may require AT&T to submit the request pursuant to the BFR process as contemplated by this Agreement.⁴⁰

Issue No. 5

U S WEST proposed language pursuant to the Eighth Circuit Decision

3.1 U S WEST may assess AT&T up-front, nonrecurring charges for construction costs associated with a service if U S WEST assesses its own end users such charges for similar construction pursuant to U S WEST's tariffs. If AT&T requests U S WEST to construct facilities not in place at the time of the request and such a request is not necessary to accommodate access to Unbundled Network Elements for interconnection, U S WEST may require AT&T to submit the request pursuant to the BFR process or through the construction provisions below, as appropriate.⁴¹

3.2 Resale

Construction charges associated with the resale of services will be applied in the same manner that construction charges apply to U S WEST's retail end users. Where U S WEST charges its retail customers construction charges for the sale of additional facilities, U S WEST will charge AT&T in the same manner. In those cases in which U S WEST would not charge its retail customers construction charges, U S WEST will not charge AT&T's resale customers those charges.

3.3 LIS and Associated Interoffice Transport

For any associated construction charges for LIS (local interconnection) trunking and associated inter-office transport, refer to the trunking forecast provisions of Attachment 4 of this Agreement.

3.4 Unbundled Network Elements

U S WEST will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If U S WEST constructs to fulfill AT&T's request for unbundled Network Elements, U S WEST will bid this construction on a case-by-case basis. U S WEST will charge for the construction through non-recurring charges or a term agreement.

Upon the request for additional unbundled loops for residential customers in those areas where U S WEST has facilities, but those facilities are exhausted, construction charges and ordering procedures associated with these additional loops will be applied in the same manner as applied by U S WEST to its own residential customers.

⁴⁰ Per First Order at 25; per Sixth Order at 6.

⁴¹ [footnote deleted]

- 3.4.1** If AT&T requires additional facilities or capacity beyond that which exists in U S WEST's network at the time AT&T's need arises, AT&T may request U S WEST meet its reasonable construction needs only if a third party contractor would not be able, or permitted, to meet AT&T's request. For example, a third party would not be permitted to construct in certain areas of U S WEST's central offices and therefore U S WEST would provide the construction. When such third party is available and permitted to build for AT&T, U S WEST shall have no obligation to undertake that construction, although it may choose to do so if agreeable to both AT&T and U S WEST.
- 3.4.2** After submitting its request, U S WEST will prepare a reasonable quote consistent with the terms and conditions of Section 3.4 below. If AT&T does not accept the U S WEST quote, AT&T may request that parties meet to resolve the construction costs in good faith. U S WEST shall not be required to begin the construction set forth in this Section 3.3 until the parties agree on payment terms.
- 3.4.3** U S WEST will process and construct AT&T's facilities request utilizing the same processes and timeframes as U S WEST builds facilities for itself.

3.52 *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 U S WEST construct the facilities, U S WEST reserves the right to bill AT&T for the expense incurred for producing the engineered job design.*

3.63 *AT&T shall make payment of fifty percent (50%) of the nonrecurring charges and fees upon acceptance of the quotation with the remainder due upon completion of the construction. In the event that AT&T disputes the amount of U S WEST's proposed construction costs, AT&T shall deposit fifty percent (50%) of the quoted construction costs into an interest bearing escrow account prior to the commencement of construction. The remainder of the quoted construction costs shall be deposited into the escrow account upon completion of the construction. Upon resolution of the dispute, the escrow agent shall distribute amounts in the account in accordance with the resolution of such dispute, and any interest that has accrued with respect to amounts in the account shall be distributed proportionately to the Parties. The pendency of any such dispute shall not affect the obligation of U S WEST to complete the requested construction.*

4. Unbundled Loops - Conditioning Charge

- 4.1** **For loops that need conditioning, as requested by AT&T, to ensure the necessary transmission standard, conditioning charges will apply as specified in Appendix A.⁴²**
- 4.2** **U S WEST will also apply a recurring charge, as specified in Appendix A, for the cost of removing load coils and bridge taps, provided that U S WEST must**

⁴² Per First Order at 8, 32; Per Second Order at 3-6.
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provide AT&T with Loops that do not require unloading, where such Loops are available, until permanent prices are established. AT&T may require certification from a knowledgeable representative of U S WEST if U S WEST states that no such Loops are available. U S WEST shall not be required to deload its own (unleased) lines or to move its own Customers to other lines. If U S WEST only deloads the lines requested by AT&T, AT&T shall bear all of the costs efficiently and necessarily incurred by U S WEST in deloading those lines. If U S WEST deloads additional lines in the group at the same time it deloads lines that AT&T has requested, AT&T shall only be required to pay its pro rata portion of the deloading costs based on the percentage of lines deloaded at AT&T's request. In such cases, AT&T may require certification as to the actual number of Loops deloaded from the U S WEST representatives who performed and supervised the deloading.⁴³

5. **Transport and Termination**⁴⁴

5.1 *[Intentionally left blank for numbering consistency]*

5.2 *[Intentionally left blank for numbering consistency]*

5.3 For traffic terminated to the other Party's Customer, where both such Customers bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., extended area service zones in adjacent LATAs), including those traffic types that have been traditionally referred to as "local calling", as "extended area service (EAS)", the following reciprocal rate structure shall apply:

5.3.1 **Call Termination - Switching Rates.**

5.3.2 (a) The Parties agree that local switching and tandem switching rates as described in Schedule 1 of this Attachment shall apply reciprocally for the termination of local/EAS traffic. These rates will apply to all traffic terminated on either party's network.

(b) If one Party desires to purchase dedicated transport from the other Party, reciprocal compensation shall be in accordance with the rates established in Schedule 1 of this Attachment.

(c) Dedicated transport facilities may be provided as, but not limited to, DS-3 and DS-1 facilities with or without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.

(d) If the Parties elect to establish two-way trunking direct trunks, the compensation for such jointly used facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for dedicated transport as established in Schedule 1 of this Attachment. The actual rate paid to the provider of the dedicated facility shall be reduced to reflect the provider's use of that facility. The adjustment in the dedicated transport rate shall be a

⁴³ Per First Order at 8, 32; Per Second Order at 3-6.

⁴⁴ Per First Order at 49; Per Second Order at 38; Per Third Order at 7.

percentage that reflects the provider's relative use of the facility based on an average monthly usage measured on originating minutes of use.

- (e) Common transport may be used as an alternative to dedicated transport. Reciprocal compensation for common transport rates are provided for in Schedule 1 of this Attachment.
- (f) Multiplexing options are available pursuant to rates established in Schedule 1 of this Attachment.

5.3.3 Transit Traffic

The Parties agree that the rates set forth in this Agreement will apply to transited traffic regardless of the final point of termination.

5.4 No AT&T Tandem Rate Charges

At the time of entering into this Agreement, AT&T is not entitled to charge the tandem rate for transport and termination.⁴⁵

6. Number Portability

6.1 U S WEST and AT&T shall track their respective costs for providing number portability until a definitive method for allocating the cost is determined. At that time, U S WEST shall recover its efficiently incurred costs for providing number portability for the period during which recovery has been held in based on such definitive method for allocating cost.⁴⁶ In the interim, costs will be apportioned according to the gross revenues of AT&T and U S WEST less charges paid to other carriers.⁴⁷

6.2 *The Parties shall work together to incorporate the results of the FCC Access Reform Order when final.*

6.3 *AT&T may request U S WEST to provide AT&T call detail records identifying each IXC which are sufficient to allow AT&T to render bills to IXCs for calls IXCs place to ported numbers in the U S WEST network which U S WEST forwards to AT&T for termination. To the extent U S WEST is unable to provide billing detail information within a reasonable time frame, the Parties may agree on an interim method to share access revenues pursuant to a mutually agreed upon surrogate approach.*

7. Network Elements⁴⁸

In the absence of a negotiated sharing method, the following provisions will apply:

⁴⁵ Per First Order at 3; Per Third Order at 7.

⁴⁶ Per First Order at 39.

⁴⁷ Per Second Order at 3

⁴⁸ Per First Order at 35; Per Third Order at 7-8.

- 7.1 For the development and implementation allowing access to operations support systems, U S WEST shall be entitled to recover one-fourth of its development and implementation costs in each of the first four 12-month periods following the acceptance of such shares as valid. That recovery shall include the cost of money at the level then assumed for purposes of deriving unbundled network element prices. U S WEST shall recover these costs from each carrier (including itself and any affiliate) who used such systems for such period; the share of these costs for which each shall be liable should be equal to its share (vis-a-vis only the other carriers who are obligated to pay these costs) of whatever market penetration characteristic is determined to be proper for allocating interim number portability costs. If no such characteristic is ultimately used to allocate interim number portability costs, then the sharing basis shall be as determined by the Idaho Commission from among the FCC-authorized available interim number portability sharing methods or combination thereof.

For a year in which an obligated carrier was under agreement with U S WEST for less than twelve months, its share of the costs shall be prorated accordingly.

- 7.1.1 By April 1 of each year during the term of this Agreement, U S WEST shall recalculate for the preceding calendar year, the market shares for each competing local carriers providing local telecommunications service within the state of Idaho in that calendar year. For each of the first four years, U S WEST shall assign to each competing carrier one-fourth of U S WEST's development costs according to each competing carrier's market share at the end of that calendar year. For each of years five (5) through (8), U S WEST shall make a similar calculation of market share. When such calculations produces an amount owing by a competing carrier to U S WEST, that amount shall be paid to U S WEST promptly after presentation of supporting documents has been made by U S WEST.⁴⁹

- 7.1.2 To ensure that (1) U S WEST does not over-recover or under-recover its costs of development, and (2) each carrier's net payment responsibility continues to match its market share over the amortization period: U S WEST shall, in each of years five (five) through eight (8), rebate any and all money collected by U S WEST that exceeds its costs of development costs as set out in Section 7.1 above. Such rebates shall be in proportion to the total net cumulative amounts (payments net of rebates) that each carrier has paid to U S WEST for development costs.⁵⁰

- 7.1.3 AT&T shall be entitled to audit at any time during the period during which its payment obligations or receipt rights under these provisions (and beyond, to the extent authorized by any other audit time limit provided for in the Agreement) the efficiency of U S WEST's expenditures, the necessity for it to meet obligations to AT&T, the accuracy of any costs, the

⁴⁹ Per Third Order at 8

⁵⁰ Per Third Order at 8

reasonableness of any allocations or assignments of additional costs, and the date and extent of system use by any other party, including U S WEST or its affiliates.⁵¹

7.2 AT&T is entitled to purchase rebundled Loops and Switching Elements for no more than the stand-alone element prices set forth in Appendix A. For rebundled switching elements and loops, U S WEST shall be able to recover the interstate Common Carrier Line Charge and 75% of the Residual Interconnection Charge as specified in Appendix A.⁵²

7.3 An interim charge, subject to true-up when a permanent rate is established, for accessing U S WEST's directory assistance database is 1/5 of U S WEST's retail rate for directory assistance as of the effective date of this Agreement.⁵³

7.4 On an interim basis, subject to true-up, U S WEST's interstate tariff rate for collocation shall apply.

8. Rate Schedule

APPENDIX A – Price List

8.1 Interim rates for Interconnection, Unbundled Network Elements, Ancillary Services, and Reciprocal Compensation are provided in Appendix A to this Attachment 1.

8.2 The prices for shared transport⁵⁴ as listed on Appendix A to this Attachment 1 are interim. As of the effective date of this Agreement, the ADR process may be undertaken by either Party for the purpose of establishing permanent rates. That ADR process is to be completed within ninety (90) days of the initial request, unless the Parties mutually agree to extend the time required to complete the ADR process.

8.3 *For purposes of non-recurring charges, U S WEST shall be entitled to charge 10% of the non-recurring charges that its final price lists includes for loops, ports and signaling links. These charges shall be subject to true-up retroactively to the commencement of service under this Agreement in the event that these charges are changed by later cost related proceedings in Idaho. If either Party finds that, after AT&T begins providing service under this Agreement, that the approved amounts are inappropriate, the Parties shall renegotiate the charge amounts. Should good faith efforts to change the amounts prove unsuccessful, either Party may resolve any remaining disagreement through the dispute resolution procedures outlined in this Agreement or as part of a proceeding subsequently filed with the Commission.*⁵⁵⁶

⁵¹ Per First Order at 35.

⁵² Per First Order at 14.

⁵³ Per First Order at 35.

⁵⁴ Per Order 27236 at pp 9-12.

⁵⁵ Per Order 27236 at 13

**ATTACHMENT 2
RESALE
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RESALE

1. Description

- 1.1 **AT&T may resell to any and all classes of end-users Telecommunications Services obtained from U S WEST under this Agreement, however, any existing tariff restrictions or conditions shall apply. AT&T may identify any of these restrictions or conditions that it believes is inappropriate and shall provide an argument sufficient to show a substantial potential for anti-competitive or other inappropriate results. Such a showing will be made through the dispute resolution process of this Agreement or through the Parties' private negotiations. Once AT&T makes such a showing, U S WEST will then have the burden of proving that the conditions or restrictions at issue serve valid purposes when applied to resold services and that such application will not produce anti-competitive or other inappropriate results. No future tariff condition or restriction should be deemed applicable to resold services, absent a prior finding by the Commission that U S WEST has met the burden of showing such condition or restriction to be reasonable as applied to resellers.⁵⁷**

1.2 *[Intentionally left blank for numbering consistency]*

⁵⁷ Per First Order at 18. Per Second Order at 13.
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- 1.3 *At the request of AT&T, and pursuant to the requirements of the Act, and FCC rules and state regulations, U S WEST shall make available to AT&T for resale any Telecommunications Services that U S WEST currently provides or may offer hereafter, including, but not limited to, Telecommunications Services offered through contract service arrangements, special arrangements, discount plans and promotions of more than ninety (90) days duration. Resale discounts may vary from the standard resale discount, subject to the approval of the Commission. U S WEST shall also provide Service Functions, as agreed to in this Attachment 2. The Telecommunications Services and Service Functions provided by U S WEST to AT&T pursuant to this Attachment 2 are collectively referred to as "Local Resale".*
- 1.4 *This Section 1 describes several services which U S WEST shall make available to AT&T for resale pursuant to this Agreement. This description of services is neither all inclusive nor exclusive. Except as may be noted elsewhere in this Agreement, all services or offerings of U S WEST which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.*
- 1.5 **Call answering services do not constitute Telecommunications Services and U S WEST is not required to sell them under this Agreement. Non-tariffed retail communications services are subject to resale under this Agreement.**⁵⁸

1.5.1 *Voice Mail*

U S WEST shall make available the SMDI-E ("Station Message Desk Interface-Enhanced"), where available, or SMDI (Station Message Desk Interface), where SMDI-E is not available, feature capability allowing for Voice Mail Services. U S WEST shall make available, where available, the MWI (Message Waiting Indicator) stutter dialtone and message waiting light feature capabilities. U S WEST shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

1.6 **Grandfathered Services**

U S WEST shall make available for resale by AT&T all grandfathered services to those AT&T customers currently receiving such services. U S WEST shall make these services available for resale at the fully discounted retail rate.⁵⁹ *For purposes of this Agreement, a grandfathered service is a service that U S WEST no longer offers to new subscribers or a class of new subscribers. AT&T shall be notified of any U S WEST request for the termination of service and/or its grandfathering filed with the Commission or U S WEST's intent to grandfather/withdraw a service at least thirty (30) calendar days prior to the effective date of such grandfathering or intended termination. The form of notification may be either in written or electronic form.*

1.7 *[Intentionally left blank for numbering consistency]*

1.8 *Promotions*

⁵⁸ Per First Order at 15.

⁵⁹ Per First Order at 16.

Promotions of ninety (90) days or less need not be made available to AT&T at the wholesale discount rate.

- 1.9 *The specific business process requirements and systems interface requirements are set forth in Attachment 5.*

2. General Terms and Conditions for Resale

- 2.1 **Primary Local Exchange Carrier Selection.** *U S WEST shall apply the principles set forth in Section 64.1100 of the FCC Rules, 47 C.F.R. § 64.1100, as implemented, to the process for end-user selection of a primary local exchange carrier. In accordance with the customer authorization process described elsewhere in this Agreement, U S WEST shall not require notification from the customer, another carrier, or another entity, in order to process an AT&T order for local service for a customer.*
- 2.2 *Except where otherwise provided, 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, provision, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. AT&T shall inform its end users that they are customers of AT&T for resold services. AT&T's end users who inadvertently contact U S WEST with questions regarding their AT&T service will be instructed to contact AT&T. U S WEST end users who inadvertently contact AT&T with questions regarding their U S WEST service will be instructed to contact U S WEST. Nothing in this Agreement shall be deemed to prohibit either Party from discussing its products and services with customers of the other Party who solicit such information or who are directly contacted by a Party.*

3. Basic Service Requirements

3.1 Call Types

- 3.1.1 *U S WEST shall provide the following call types, features and functions to AT&T and its end users with no loss of feature or functionality: (a) dial tone and ringing; (b) capability for either dial pulse or touch tone; (c) flat and measured services; (d) speech recognition as available with other custom calling and CLASS features; (e) same extended area service free calling area; (f) 1 + intraLATA toll calling; (g) access to interLATA toll calling; (h) access to international calling; (i) lines as well as trunks (DID, DOD); (j) analog and digital private line - all speeds; (k) off-premises extensions; (l) Centrex; and (m) ISDN.*
- 3.2 *U S WEST will provide access for AT&T and all its end user customers to all call types, including, but not limited to, 500, 700, 800, 900, exchanges and dial around services (10XXX).*
- 3.3 *U S WEST shall impose no restrictions on customer's calling (e.g., there should not be a 750 minute limit on flat rate calling).*
- 3.4 *U S WEST will provide pre-subscription services for intraLATA, when the Commission orders the provision of 1+ pre-subscription, and interLATA toll services in accordance with currently accepted methods and procedures.*

3.5 Features Requirements

- 3.5.1 *U S WEST will provide AT&T the ability to suspend and restore customer service, including vacation suspension service, at the direction of AT&T.*
 - 3.5.2 *End Office Features. U S WEST will provide to AT&T the same end office features available to U S WEST's end users, including, but not limited to, CLASS features, Custom Calling features, and AIN features.*
 - 3.5.3 *Call Blocking Features. U S WEST will provide to AT&T the same call blocking features as are available to U S WEST's own Customers.*
- 3.6 *Upon request, U S WEST shall provide AT&T a list, in an agreed upon format by central office, of all the Telecommunications Services, features and functions offered by U S WEST within sixty (60) days after the Effective Date of this Agreement request and shall provide updates to such lists as further described in Attachment 5. U S WEST shall also provide an electronic access method for AT&T to ascertain the service availability of a particular USOC in a given central office.*

4. Requirements for Specific Services

4.1 IntraLATA Toll

U S WEST will provide AT&T its intraLATA toll service to AT&T for resale where 1+ intraLATA toll presubscription is not available.

4.2 Private Line Services

The following private line services shall be made available without restriction from U S WEST: (a) voice grade private line services; (b) off premise extensions; (c) foreign exchange line service; (d) point-to-point and multi-point digital services (e.g., 9.6 kbps-56 kbps; fractional DS-1); (e) DS-1 Services; (f) DS-3 services; (g) OC-3 service (where available); (h) frame relay service; (i) packet switched services; (j) switched digital services; and (k) other private line services as they are made available.

4.3 Centrex Requirements

- 4.3.1 *At AT&T's option and as they are available to U S WEST's own end users via interstate tariffs and state tariffs, price lists, price schedules, catalogs, or Individual Case Basis, AT&T may purchase a single, any combination, or the entire set of Centrex features, including Centrex Management System (CMS) or its equivalent as described in Attachment 5. The Centrex service provided for resale will meet the requirements set forth in the following provisions of this Section.*
- 4.3.2 *All service levels and features of Centrex service provided by U S WEST for resale by AT&T shall be at parity with levels and features provided to U S WEST's own customers or as mutually agreed upon by the Parties.*

- 4.3.3 *AT&T may aggregate the Centrex local exchange and intraLATA traffic usage of AT&T subscribers to the extent U S WEST makes such aggregation available to itself or to its end users, Customers, or Affiliates.*
- 4.3.4 *AT&T may aggregate multiple AT&T customers on dedicated access facilities.*
- 4.3.5 *U S WEST shall make CMS information available to AT&T at the common block level via an electronic interface, as provided to U S WEST's own end users.*
- 4.3.6 *AT&T may use remote call forwarding in conjunction with Centrex service to provide service to AT&T local service Customers residing outside of the geographic territory in which U S WEST provides local exchange service. However, U S WEST is not obligated to provide facilities outside its service territory.*
- 4.3.7 *AT&T may purchase any and all levels of Centrex service for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service, equivalent to what is offered to U S WEST's own end users.*
- 4.3.8 *U S WEST will provide to AT&T the ability to suppress the need for AT&T customers to dial "9" when placing calls outside the Centrex system.*
- 4.3.9 *U S WEST shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T customers within a common block who utilize resold Centrex service.*

4.4 CLASS and Custom Features Requirements

*AT&T may purchase a single, any combination, or the entire set of CLASS and custom features and functions, on a customer-specific basis. CLASS features shall include, but not be limited to: caller identification, name and number; call screening; call tracing; and automatic call back on busy (*69). U S WEST shall provide to AT&T a list of all such CLASS and custom features and functions within ten (10) days within ten (10) days of the Effective Date of this Agreement after request and shall provide updates to such list when new features and functions become available.*

4.5 Customer Financial Assistance Programs

- 4.5.1 *Local services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Lifeline, Voluntary Federal Customer Financial Assistance Program, and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a U S WEST subscriber eligible for the Voluntary Federal Subscriber Financial Assistance Programs or other similar state programs chooses to obtain local service from AT&T, U S WEST shall forward information available to U S WEST regarding such subscriber's eligibility to participate in such programs to AT&T and in electronic format when available in accordance with the procedures set forth herein.*
- 4.5.2 *U S WEST will provide information about the certification process for the provisioning of Lifeline, Link-up, and similar services. U S WEST will forward to*

AT&T, in electronic format (when available), information available to U S WEST regarding a subscriber's program eligibility, status and certification when a U S WEST subscriber currently on any U S WEST telephone assistance program changes service to AT&T as their local exchange carrier. U S WEST will cooperate in obtaining any subsidy associated with a subscriber transfer to AT&T.

4.5.2.1 In connection with the transfer of a customer from U S WEST to AT&T, U S WEST shall provide to AT&T a customer profile, including customer name, billing and residence address, billing telephone number(s), eligibility for Voluntary Federal Customer Financial Assistance Program, and other similar services, and identification of U S WEST features and services subscribed to by the customer.

4.6 Discount Plans and Services

4.6.1 In accordance with FCC rules and regulations, U S WEST shall offer for resale all Discount Plans and Services.

4.6.2 AT&T can utilize any volume discounts that U S WEST makes available to its end user customers.

4.7 Hospitality Service

U S WEST shall provide all blocking, screening, and all other applicable functions available for hospitality lines utilized as such.

4.8 Telephone Line Number Calling Cards.

Effective ten (10) Business Days after the date of an end-user's subscription to AT&T service or within twenty-four (24) hours after AT&T has notified U S WEST that it has replaced the subscriber's calling card, whichever is earlier, U S WEST will terminate its existing telephone line number-based calling cards and deactivate any U S WEST-assigned calling cards and remove any U S WEST-assigned telephone line calling card number subaccount and PIN (including area code) ("TLN") from the LIDB. AT&T may issue a new telephone calling card to such customer, utilizing the same TLN, and AT&T shall have the right to enter such TLN in the LIDB for calling card validation purposes. U S WEST will assume responsibility for billing its calling card calls that appear before the card is terminated. Nothing in this section shall prohibit U S WEST from terminating calling card service to U S WEST customers who have been determined to be a credit risk, according to U S WEST's normal business practices.

4.8.1 Except as provided above, the Parties will cooperate in the deactivation and activation of calling cards and will make reasonable efforts to minimize the time a customer is without an active calling card.

4.8.2 U S WEST shall not prohibit AT&T from issuing a new telephone calling card to an AT&T customer utilizing the same TLN and AT&T shall have the right to enter the TLN in the LIDB for calling card verification purposes.

4.8.3 *U S WEST will provide AT&T the ability to utilize U S WEST's LIDB for calling card validation.*

4.9 *U S WEST shall make engineering support available to AT&T for Resale Services on the same basis as it provides such support for U S WEST end users. To the extent the cost of such engineering support has been considered an avoided cost in the development of the avoided cost discount, the cost of such engineering support shall be borne by AT&T.*

4.10 Payphone Services

U S WEST agrees to sell for resale all tariffed PAL services at a appropriate wholesale discount to be determined by the Commission.

4.10.1 *U S WEST shall offer for resale, at a minimum, the following Coin Line, PAL, and PAL Coinless features:*

*Billed Number Screening
Ability to "freeze" PIC selection
One (1) bill per line and/or multiple lines per BAN
Point of demarcation at the Network Interface location
Detailed billing showing all 1+ traffic on paper, diskette or electronic format
Touch-tone service
Option for listed or non-listed numbers
Access to 911 service
One (1) directory per line*

4.10.2 *At a minimum, U S WEST shall offer for resale the following Coin Line features:*

- Access to all central office intelligence required to perform answer detection, coin collection, coin return, and disconnect*
- Answer Detection*
- Option to block all 1+ calls to international destinations*
- IntraLATA Call Timing*
- Option of one-way or two-way service on line*
- Flat Rate Service, where available*
- Originating line screening*
- U S WEST central office intelligence for rating and other functions*
- Option of measured service, where available*
- Ability to block any 1+ service that cannot be rated by the coin circuits/TSPS/OSPS to the extent provided on U S WEST coin lines*
- Protect against clip on fraud to the extent provided on U S WEST coin lines*
- Protect against blue box fraud to the extent provided on U S WEST coin lines*
- Provision of Information Digit 27*

4.10.3 *At a minimum, U S WEST shall offer for resale the following PAL and PAL Coinless features:*

- Originating line screening*
- Two-way service option*

- Flat rate service based on rate groups, where available
- Option of one-way service on the line, where available
- Option of measured service, where available
- Ability to keep existing serving telephone numbers if cutover to AT&T
- AT&T resale line incoming/outgoing screening
- Provision of Information Digit 07
- Provision of International Toll Denial Recognition Tone, when available

4.10.4 At a minimum, U S WEST shall offer for resale the following PAL Coin feature:

- Blocking for 1+ international, 10XXXX1 + international, 101XXXX1 + international, 1+900, N11, 976 and option to block all 1-700 and 1-500 calls
- Line side supervision option

4.10.5 At a minimum, U S WEST shall offer for resale the following PAL Coinless feature:

- Blocking for 1 + international, 10XXXX1 + international, 101XXXX1 +International, 1+900, N11, 976, and 7 digit local

4.10.6 U S WEST shall provide installation intervals for PAL services to AT&T for ordering, call transfer, billing, and PIC changes in accordance with performance standards that are established by the Commission, pursuant to subsequent agreement between the Parties or as provided to any other Person.

4.11 **Access revenues are wholesale revenues and are not revenues subject to a resale discount.**⁶⁰

5. Service Functions

5.1 U S WEST shall provide AT&T with the information available to U S WEST that AT&T will need to certify subscribers who transfer from U S WEST as exempt from charges (including taxes), or eligible for reduced charges associated with providing services.

5.2 U S WEST shall provide AT&T with appropriate notification of all area transfers with line level detail one hundred twenty (120) days before service transfer, and will also notify AT&T within one hundred twenty (120) days before such change or any LATA boundary changes.

5.3 U S WEST will work cooperatively with AT&T in practices and procedures regarding the handling of law enforcement and service annoyance

5.4 Support Functions

5.4.1 Routing to Directory Assistance, Operator and Other Services

5.4.1.1 U S WEST shall make available to AT&T the ability to route:

⁶⁰ Per First Order at 20.

- (a) *all Local Directory Assistance calls (411, (NPA) 555-1212) dialed by AT&T Customers directly to the AT&T Directory Assistance Services platform, where technically feasible and consistent with FCC rules; and*
- (b) *Local Operator Services calls (O+, O-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform, where technically feasible and consistent with FCC rules. Such traffic shall be routed over trunk groups between U S WEST end offices and the AT&T Local Operator Services Platform, using standard Operator Services dialing protocols of O+ or O-.*

5.4.1.2 All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance and Local Operator Service as U S WEST customers use to access similar services.

6. Security and Law

- 6.1 *U S WEST will maintain and safeguard all AT&T customer information according to CPNI privacy guidelines.*
- 6.2 *U S WEST and AT&T will work jointly in security matters as they relate to AT&T customers in a resale environment including, but not limited to, harassment and annoyance calls.*
- 6.3 *U S WEST and AT&T will work jointly to support law enforcement agency requirements including, but not limited to, taps, traces and court orders.*
- 6.4 *U S WEST will work jointly with AT&T with respect to prevention and settlement of fraud.*
- 6.5 *U S WEST and AT&T will work jointly to provide access to lines in a hostage situation.*

7. Ordering and Maintenance

- 7.1 *AT&T shall transmit to U S WEST the information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to U S WEST's standard procedures, as described in the U S WEST resale operations guide that will be provided to AT&T. When U S WEST'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, U S WEST will render its closing bill to the end user effective with the disconnection. Should AT&T's end user, a new service provider or AT&T request service be discontinued to the end user, U S WEST will issue a bill to AT&T for that portion of the service provided to the AT&T end user. In no event, shall the transition of an end user from U S WEST to AT&T cause a disconnection of service other than as specifically provided for in this Agreement. It is understood that AT&T's decision to request a change in class of service (or a conversion to a re-used unbundled loop) at "transition" may involve a few minutes out-of-service. The preceding may be modified by agreement of the Parties.*

- 7.2 U S WEST will notify AT&T by fax or other processes as agreed to by the Parties, when an end user moves to another service provider.
- 7.3 The new service provider shall be responsible for issuing either a transfer of service or disconnect/new connect order, as appropriate.
- 7.4 The Parties agree that they will work cooperatively to develop the standards and processes applicable to the transfer of such accounts that are in arrears.

8. Changes in Retail Service

- 8.1 **U S WEST will notify AT&T of any changes in the terms and conditions under which it offers Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions. U S WEST shall not begin notifying its customers as to any retail service changes until thirty (30) days from the date U S WEST informs AT&T of what the specific changes are, or forty-five (45) days from the effective date of those changes, whichever is earlier.⁶¹**
- 8.2 U S WEST will provide to AT&T advance notice of the availability of new Telecommunication Services in accordance with Section 23.2 of Part A of this Agreement.
- 8.3 In the event U S WEST intends to terminate 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 U S WEST be responsible for providing such notice to AT&T's end users. U S WEST will provide sufficient written notice to AT&T of U S WEST's intent to terminate a resold service so that AT&T may notify its customers or intervene in the proceedings on a timely basis consistent with Commission rules and notice requirements.

9. Customer Authorization Process

- 9.1 U S WEST and AT&T will use the existing PIC process as a model, and the same or similar procedures for changes of local providers. For a local carrier change initiated by AT&T or an agent of AT&T to a customer, one of the following four (4) procedures will constitute authorization for the change: (a) Obtain the customer's written authorization (letter of authorization or LOA); (b) Obtain the customer's electronic authorization by use of an toll-free number; (c) Have the customer's oral authorization verified by an independent third party (third party verification); or (d) Send an information package, including a prepaid, returnable postcard, within three (3) days of the customer's request for a local carrier change, and wait fourteen (14) days before submitting the local carrier change to the previous carrier.
- 9.2 It is understood by U S WEST and AT&T that these procedures may be superseded or modified by FCC rules or industry standards.

⁶¹ Per First Order at 27.

- 9.3 U S WEST will provide AT&T authorization for a local carrier change that is initiated by a customer call to AT&T. In this case AT&T will: (a) maintain internal records verifying the customer's stated intent to switch carriers; and (b) produce the record in case of a slamming dispute consistent with FCC rules.
- 9.4 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 a written response evidencing its authority to U S WEST within five (5) Business Days of receipt of a written request from U S WEST describing the basis of the dispute or discrepancy. If there is a conflict between the end user designation or AT&T does not provide a response within five (5) Business Days, U S WEST shall honor the designation of the end user. In the event the end user designation is honored by U S WEST as described above, then AT&T shall remit a slamming charge, if any, in accordance with Section 258 of the Act and Commission Rules.
- 9.5 Should an end user dispute or a discrepancy arise regarding the authority of U S WEST to act on behalf of the end user, U S WEST is responsible for providing a written response evidencing its authority to AT&T within five (5) Business Days of receipt of a written request from AT&T describing the basis of the dispute or discrepancy. If there is a conflict between the end user designation or U S WEST does not provide a response within five (5) Business Days, AT&T shall honor the designation of the end user. In the event the end user designation is honored by AT&T as described above, then U S WEST shall remit a slamming charge, if any, in accordance with Section 258 of the Act and Commission rules.
- 9.6 AT&T shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and for intraLATA services when intraLATA presubscription is implemented.
- 9.6.1 U S WEST is not required to assign central office codes in a U S WEST central office for the exclusive use of AT&T.
- 9.7 When Customers switch from U S WEST to AT&T, or to AT&T from any other service provider, such Customers shall be permitted to retain their current telephone numbers if they so desire and if they do not change their service address to an address served by a different central office. U S WEST shall take no action to prevent AT&T Customers from retaining their current telephone numbers.

10. AT&T Responsibilities

- 10.1 AT&T must send to U S WEST either (a) complete and accurate end user listing information for Directory Assistance and 911 Emergency Services using processes mutually agreed to by the Parties, or (b) notification of as is migration. AT&T must provide to U S WEST accurate end user information to ensure appropriate listings in any databases in which U S WEST retains and/or maintains end user information. AT&T assumes liability for the accuracy of information provided to U S WEST. After receiving accurate information from AT&T, U S WEST assumes liability for the accuracy of transmission of such information to the database provider (e.g., SCC).
- 10.2 U S WEST shall provide AT&T with the capability to assign large quantities (i.e., greater than ten (10)) telephone numbers for multiple line and PBX customers in accordance with U S WEST's tariffs and/or its own internal practices.

10.3 AT&T will provide a three (3) year non-binding forecast within ninety (90) days within ninety (90) days of the Effective Date of this Agreement after request. The forecast shall be updated and provided to U S WEST on a quarterly basis. 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

11. Pricing

The wholesale discount rate charged to AT&T for Local Resale is set forth in Attachment 1 of this Agreement.

12. Deposit

12.1 U S WEST may require a suitable deposit to be held by U S WEST as a guarantee for payment of U S WEST's charges for companies which cannot demonstrate sufficient financial integrity based on commercially reasonable standards, which may include a satisfactory credit rating as determined by a recognized credit rating agency reasonably acceptable to U S WEST.

12.2 When the service is terminated or when AT&T has established satisfactory credit, if required under the terms of the preceding paragraph, the amount of the initial or additional deposit, with any interest due, will, at AT&T's option, be either credited to AT&T account or refunded. Satisfactory credit for AT&T is defined as (a) twelve (12) months positive payment history in another capacity with U S WEST, such as in the interexchange area; (b) financial standing as outlined in the preceding paragraph 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 U S WEST at a rate equal to the federal prime rate, as published in the Wall Street Journal from time to time.